

BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 19, 2022
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS

- The City continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask during meetings because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the November 8, 2022 State General Election. Absentee Ballots are tentatively scheduled to be mailed out the last week of September. If you have already turned in your application to receive a November absentee ballot and need to change the mailing location, please contact the Clerk's office as soon as possible. To review your specific voting information, request an absentee ballot, or update your voter name or address go to mi.gov/vote. The online and mail voter registration deadline is October 24th. After October 24th new voters must register in person at the clerk's office.
- Wish Commissioner Elaine McLain a Happy Birthday!
- Introduce Cristina Sheppard-Decius, new Executive Director of the Birmingham Shopping District.

APPOINTMENTS

- A. Design Review Board
- Samantha Cappello
 - Dennis (Sam) Lanfear
 - Natalia Dukas
 - Michael Willoughby

To appoint _____, as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2025.

To appoint _____, as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member of the Design Review Board to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member of the Design Review Board to serve a three-year term to expire September 25, 2025.

B. Historic District Commission

- Natalia Dukas
- Steven Lemberg
- Cassandra McCarthy
- Michael Willoughby

To appoint _____, as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

To appoint _____, as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA
All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

**Minutes from the Regular Meeting on September 12 and the Strategic Planning Session on September 14th will be available for the October 3rd meeting.*

- A. Resolution to approve the City Commission Workshop meeting minutes of September 12, 2022.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 14, 2022, in the amount of \$24,951,292.78.
- C. Resolution to approve a special event permit as requested by the Lutheran Church of the Redeemer to hold the 2022 Christmas Nativity Display daily, beginning on November 23, 2022 and ending December 30, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees, and further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.

- D. Resolution to authorize the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, to direct the Assistant City Engineer and Finance Director to sign and submit the required form to MDOT.
- E. Resolution authorizing the issuance of the Request for Proposals, as recommended by the Library Board, for construction management services for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, with the necessary funds to be paid by the Library.
- F. Resolution to set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.
- G. Resolution to set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.
- H. Resolution confirming City Manager's authorization for the expenditure related to the rental of shoring at the Peabody Street Structure for a cost not to exceed \$6,000 to be charged to the Automobile Parking System Fund, Peabody Parking Structure Capital Outlay Building account #514.1.594.004-977.0000.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public Hearing - Confirming Roll for 2022 Cape Seal Program Special Assessment District
 - 1. Resolution confirming special assessment roll 899 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 899, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction and

The Commission Resolution 08-208-22 provided it would meet this 19th day of September, 2022 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this September 19th, 2022, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 899 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessment shall be payable in three (3) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of six and one half percent (6.5%) on all unpaid installments.

- B. Public Hearing for 460 N. Old Woodward – Wilders Bistro – Special Land Use Permit, Final Site Plan & Design Review
 - 1. Resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.
- C. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda. No discussion on the topic will happen tonight.
- D. Commission discussion on items from a prior meeting:

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. McNulty Letter Regarding Assault Rifles

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. City Manager’s Report

INFORMATION ONLY

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk’s Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



MEMORANDUM

Human Resources

DATE: September 15, 2022

TO: Thomas M. Markus, City Manager

FROM: Joseph Lambert, HR Manager

SUBJECT: Sheppard-Decius – New Hire Introduction

The BSD is pleased to welcome Cristina Sheppard-Decius as the new Executive Director. Ms. Sheppard-Decius was selected for this role by the BSD Board after completing an extensive interviewing process. Ms. Sheppard-Decius has over 20 years of downtown economic development and executive management experience, managing downtown organizations in the cities of Ferndale, Dearborn, Pontiac and Plymouth, and holds a Bachelor of Arts in Public Relations from Western Michigan University. Ms. Sheppard-Decius has been the Chairperson of the Michigan Downtown Association for the past two years and is well respected both locally and nationally for her work transforming downtowns.



**NOTICE OF INTENTION TO APPOINT TO
DESIGN REVIEW BOARD**

At the regular meeting of Monday, September 19, 2022, the Birmingham City Commission intends to appoint two regular members and two alternate members to the Design Review Board to serve a three-year term to expire September 25, 2025.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 14, 2022. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Samantha Cappello	Project Management, Branding and Design background
Dennis (Sam) Lanfear	Real estate, Financial background
Natalia Dukas	Current Regular Member, Finance background
Michael Willoughby	Current Regular Member, Architecture background

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____, as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2025.

To appoint _____, as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member of the Design Review Board to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member of the Design Review Board to serve a three-year term to expire September 25, 2025.



DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Cappello 160 Larchlea Drive	Samantha	(248)914-2930 <i>samanthacappello@yahoo.com</i>	11/23/2020 Alternate	9/25/2022
Debbrecht 564 Frank St.	Gigi	(248) 882-9906 <i>gigidebbrecht@yahoo.com</i>	12/10/2018 Real estate	9/25/2024
Deyer 1283 Buckingham	Keith	(248)642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006 Engineer	9/25/2023
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013 Finance	9/25/2022
Henke 724 South Bates	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 Historical preservation organization member	9/25/2024

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Kolo 851 Ann St.	Dustin	(248)935-3651 <i>dustinkolo@gmail.com</i>	11/23/2020	9/25/2023
Kriel 340 Wimbledon Dr.	Kathleen	(312)757-9654 <i>kathleenmtighe@gmail.com</i>	11/23/2020 Alternate	9/25/2022
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/10/2018	9/25/2024
Murray Seaholm High School	Meghan		2/28/2022 Student representative	12/31/2022
Vercellone Seaholm High School	Charlie		2/28/2022 Student representative	12/31/2022
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 Architect	9/25/2022

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **DESIGN REVIEW BOARD**

Year: **2022**

Members Required for Quorum: **4**

MEMBER NAME	1/5	1/19	2/2	2/16	3/16	4/6	4/20	5/4	5/18	6/1	6/15	7/6	7/20	8/3	8/17	9/7	9/21	10/19	11/2	11/16	12/7	12/21	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																											
John Henke	CM	A	A	CM	CM	CM	CM	CM	P	CM	P	P	P	CM	A	CM									4	3	57%
Keith Deyer	CM	P	P	CM	CM	CM	CM	CM	P	CM	A	A	P	CM	A	CM									4	3	57%
Julie Rasawehr	CM	P	P	CM	CM	CM	CM	CM	A	CM	A	P	A	CM	P	CM									4	3	57%
Natalia Dukas	CM	P	P	CM	CM	CM	CM	CM	P	CM	P	P	A	CM	P	CM									6	1	86%
Dustin Kolo	CM	P	A	CM	CM	CM	CM	CM	P	CM	P	A	P	CM	P	CM									5	2	71%
Patricia Lang	CM	P	P	CM	CM	CM	CM	CM	P	CM	P	P	P	CM	A	CM									6	1	86%
Michael Willoughby	CM	A	P	CM	CM	CM	CM	CM	P	CM	P	P	P	CM	A	CM									5	2	71%
ALTERNATES																											
Samantha Cappello	CM	P	A	CM	CM	CM	CM	CM	P	CM	P	A	P	CM	P	CM									5	2	71%
Kathleen Kriel	CM	P	P	CM	CM	CM	CM	CM	A	CM	A	A	A	CM	A	CM									2	5	29%
Meghan Murray (Stdnt)	CM	NA	NA	CM	CM	CM	CM	CM	P	CM	P	P	P	CM	P	CM									5	0	100%
Charlie Vercellone (Stdnt)	CM	NA	NA	CM	CM	CM	CM	CM	P	CM	P	A	P	CM	A	CM									3	2	60%
TOTAL	0	7	6	0	0	0	0	0	7	0	6	5	6	0	4	0	0	0	0	0	0	0	0	0	3	2	60%

- KEY:**
- A** = Member absent
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 - CP** = Member available, but meeting canceled for lack of quorum
 - CA** = Member not available and meeting was canceled for lack of quorum
 - NA** = Member not appointed at that time
 - NM** = No meeting scheduled that month
 - CM** = Meeting canceled for lack of business items

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **DESIGN REVIEW BOARD**

Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	1/6	1/20	2/3	3/3	3/17	4/7	4/21	5/5	5/19	6/2	6/16	7/7	7/21	8/4	9/1	10/6	10/20	11/3	11/17	12/1	12/15	MTG	MTG	Mtgs.	Absen	Attended
REGULAR MEMBERS																										
John Henke	P	P	P	P	P	A	CM	CM	P	P	P	A	A	P	P	CM	P	P	P	A	P			14	4	78%
Keith Deyer	P	P	P	P	P	P	CM	CM	P	P	P	P	A	P	A	CM	A	P	P	P	A			14	4	78%
Gigi Debbrecht	P	P	A	P	P	P	CM	CM	P	P	P	P	A	P	P	CM	NA	NA	NA	NA	NA			11	2	85%
Julie Rasawehr	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	CM	P	P	P	P	P			5	0	100%
Natalia Dukas	P	P	P	P	P	P	CM	CM	P	A	P	P	P	P	P	CM	A	P	P	P	P			16	2	89%
Dustin Kolo	P	P	P	P	P	P	CM	CM	P	P	P	P	P	A	P	CM	P	P	P	P	A			16	2	89%
Patricia Lang	P	A	P	P	P	A	CM	CM	P	P	P	P	P	P	A	CM	A	A	A	P	P			12	6	67%
Michael Willoughby	P	P	P	P	P	P	CM	CM	P	P	A	P	P	P	P	CM	A	P	P	P	P			16	2	89%
ALTERNATES																										
Samantha Cappello	P	A	P	P	P	P	CM	CM	A	P	P	A	P	P	P	CM	P	P	A	P	P			14	4	78%
Kathleen Kriel	P	A	A	A	A	P	CM	CM	A	P	P	A	A	A	A	CM	P	P	A	A	A			6	12	33%
Charles Cusimano (Std)	NA	NA	NA	P	P	P	CM	CM	P	P	P	A	P	P	P	CM	P	P	P	P	P			14	1	93%
Elizabeth Wiegand (Std)	NA	NA	NA	p	A	P	CM	CM	P	P	P	P	P	P	A	CM	P	P	P	P	P			13	2	87%
TOTAL	9	6	7	8	8	7	0	0	7	8	8	6	5	7	6	0	5	8	6	7	6	0	0			

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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Design Review Board**
 Members Required for Quorum: **4**

Year: **2020**

MEMBER NAME																										SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS	1/15	2/5	2/19	3/4	3/18	4/1	4/15	5/6	5/20	6/3	6/17	7/1	7/15	8/5	8/19	9/2	9/16	10/7	10/21	11/4	11/18	12/2	12/16							
Keith W. Deyer	P	P	A	P	NM	NM	P	NM	CA	P	NM	P	NM	NM	P												7	2	78%	
Natalia Dukas	P	A	P	P	NM	NM	P	NM	CP	P	NM	P	NM	NM	P												7	1	88%	
John Henke III	P	P	P	P	NM	NM	P	NM	CP	P	NM	P	NM	NM	P												8	0	100%	
Gigi Debbrecht	P	P	P	P	NM	NM	P	NM	CP	P	NM	P	NM	NM	P												8	0	100%	
Patricia Lang	P	P	P	P	NM	NM	P	NM	CA	P	NM	A	NM	NM	A												6	3	67%	
Michael Willoughby	A	P	P	P	NM	NM	P	NM	CA	P	NM	P	NM	NM	P												7	2	78%	
Joe Mercurio	A	A	A	A	NM	NM	P	NM	CA	P	NM	A	NM	NM	P												3	6	33%	
Ava Wells (Student)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!	
Klea Ahmet(Student)	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			2	0	100%	
ALTERNATES																														
Dulce Fuller	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!	
Alex Jerome	A	A	A	A	NM	NM	A	NM	CA	A	NM	A	NM	NM	A												0	9	0%	
Present or Available	6	6	5	6	0	0	7	0	0	7	0	5	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

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 Department Head Signature



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Will Attend	<input checked="" type="radio"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Design Review Board, Alternate member

Specific Category/Vacancy on Board Alternate (see back of this form for information)

Name Samantha Cappelletto

Phone 248-914-2930

Residential Address 160 Larchmea Dr.

Email * SamanthaCappelletto@yahoo.com

Residential City, Zip Birmingham MI 48009

Length of Residence 2 Years

Business Address _____

Occupation Project Manager

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied With

My project management skills and knowledge of branding and design I will be able to bring a unique perspective to the DRB. I am excited about getting now involved with all at next year.

List your related employment experience Project Manager Working on large Marketing Campaigns and Rebranding Efforts.

List your related community activities Junior League of Birmingham, Currently a DRB Alternate member

List your related educational experience Grand Valley State University Advertising and Public Relations Major. PMP Project Manager Professional

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? Yes

[Signature]
Signature of Applicant

07/13/2022
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to lark@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to



JUL 21 2022

OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Will Attend /	Unable to Attend

RECEIVED

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Design Review Board

Specific Category/Vacancy on Board Real Estate, Financial (see back of this form for information)

Name Dennis (Sam) Lanfear

Phone 248-798-3817

Residential Address 833 Hazel st

Email * dlanfear@outlook.com

Residential City, Zip Birmingham, 48009

Length of Residence Born in Birmingham

Business Address _____

Occupation VP + Head of Sales for PropTech company based in SF

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I was a Vice President at Rocket Mortgage previously, currently VP + Head of Sales for a two billion dollar PropTech company.

List your related employment experience see above ^^ skilled in finance, real estate, mortgage and used to leading >150 employees.

List your related community activities _____

List your related educational experience Country Day School - K-12, Indiana University Undergraduate Wharton executive leadership.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes

Signature of Applicant [Handwritten Signature]

Date 7-17-22

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
	<input checked="" type="radio"/> Will Attend / <input type="radio"/> Unable to Attend

RVD 8/21/22

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

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(Please print clearly)

Board/Committee of Interest Historic District Commission and Design Review Board

Specific Category/Vacancy on Board Regular Member (see back of this form for information)

Name Natalia Dukas

Phone (248) 535-9950

Residential Address 1352 Suffield Ave

Email *nataliadukas@yahoo.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 15 years

Business Address _____

Occupation _____

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

My 9 years of service on HDC/DRB give me experience and understanding of the Board's work and mission. I would like to continue to serve as I am committed to the city's growth and protecting it's historical resources.

List your related employment experience Finance, Ford Motor Co; Finance, Trademark Construction Co.

List your related community activities Regular member Historic Distric Commission/Design Review Board 2013 - Present Board of Review 2012-13; Pierce Elementary PTA; Birmingham Election Inspector

List your related educational experience B.A. Economics University of California Berkeley
Historic District Commissioner Training, MI Historic Preservation Network training, Nat'l Alliance of Preservation Commissions training

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: no

Do you currently have a relative serving on the board/committee to which you have applied? no

Are you an elector (registered voter) in the City of Birmingham? yes

Natalia Dukas
Signature of Applicant

8/21/22
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.



OFFICE USE ONLY	
Meets Requirements?	<u>Yes</u> No
Will Attend /	<u>Unable to Attend</u>

APPLICATION FOR CITY BOARD OR COMMITTEE Submitted 9/13/2022

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest DESIGN REVIEW BOARD

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name MICHAEL WILLOUGHBY

Phone 248 760 8903

Residential Address 667 GREENWOOD

Email *midmulemm-architects.c

Residential City, Zip BIRMINGHAM MI 48009

Length of Residence 32 years

Business Address 555 OLD WOODWARD 25L

Occupation ARCHITECT

Business City, Zip BIRMINGHAM 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

AS AN ARCHITECT I UNDERSTAND DESIGN

List your related employment experience ARCHITECT 1973 to PRESENT

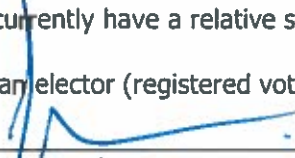
List your related community activities COMMUNITY HOUSE BOARD -

List your related educational experience BS IN ARCHITECTURE

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? YES

Signature of Applicant 

Date 9-13-2022

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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ARTICLE V. DESIGN REVIEW BOARD¹

Sec. 82-98. Created.

There is hereby created a design review board for the city. The design review board is a locally organized board and is not established under the Municipal Planning Commission Act, Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq.), as amended.

(Ord. No. 1882, 7-24-06)

Sec. 82-99. Composition.

- (a) The design review board shall consist of seven members whose residences are located in the city.
- (b) One member of the design review board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.
- (c) The city planner, or the authorized representatives of any of them, and the student representative, shall be members ex officio of the design review board and shall have all rights of membership thereon, except the right to vote.
- (d) The city commission may appoint two alternate members to serve as needed on the design review board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the design review board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the design review board.

(Ord. No. 1882, 7-24-06; Ord. No. 1975, 10-13-08; Ord. No. 2202, 10-10-16)

Sec. 82-100. Terms.

Members of the design review board shall be appointed by the city commission for terms of office of three years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the design review board for any cause shall be filled by a person appointed by the city commission for the duration of the unexpired term.

(Ord. No. 1882, 7-24-06)

¹Cross reference(s)—Boards and commissions, § 2-171 et seq.

Sec. 82-101. Removal of members.

- (a) Members of the design review board may, after a public hearing, be removed for cause.
 - (1) As used in this section, the term "cause" is defined as a determination by the city commission that a sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the design review board. The decision by the city commission to remove a member of the design review board shall be final and binding upon such member of the design review board and no appeal shall arise therefrom.
 - (2) As used in this section, the term "public hearing" is designed as an open meeting at which the determination is made by the city commission, in its sole discretion, that cause exists for the removal of a member of the design review board. For purposes of an orderly presentation, the city attorney shall serve as chairperson of the public hearing, and the city manager, or his/her designee, may present information to the city commission with respect to the potential removal of a member of the design review board. The city manager or his/her designee will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The affected member of the design review board or his/her designated representative will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The presentation of information by the city manager or his/her designee and the presentation of information by the affected member or his/her designated representative may, in accordance with applicable law, be conducted in a closed session. This section shall not be construed as creating a right to a due process or evidentiary hearing.
- (b) This section shall not be construed as creating or bestowing upon a member of the design review board any employment status, property interest or any vested interest or right to continued membership on the design review board.

(Ord. No. 1882, 7-24-06)

Sec. 82-102. Compensation.

The members of the design review board shall serve as such without compensation.

(Ord. No. 1882, 7-24-06)

Sec. 82-103. Organization and meetings.

- (a) The design review board shall, from its appointed members, elect a chairman and vice-chairman whose terms of office shall be fixed by the design review board. The chairman shall preside over the design review board and shall have the right to vote. The vice-chairman shall, in the case of absence or disability of the chairman, perform the duties of the chairman. The city planner or their authorized representative shall act as secretary of the design review board and shall keep a record of all of its proceedings.
- (b) At least four members of the design review board shall constitute a quorum for the transaction of its business.
- (c) The design review board shall:
 - (1) Adopt rules for the transaction of its business, which provide for the time and place of holding regular meetings.

(Supp. No. 45)

Created: 2022-01-18 11:23:43 [EST]

-
- (2) Provide for the calling of special meetings by the chairman or by at least two members of the design review board.
 - (3) Keep a full and complete record of its resolutions, transactions, findings and determinations, which record shall be available to the city commission and to the public upon request.
 - (d) All meetings of the design review board shall be open to the public, and any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the design review board makes its decision.
 - (e) The concurring affirmative vote of four members of the design review board shall be required for approval of plans before it for review or for the adoption of any resolution, motion or other action by the design review board.

(Ord. No. 1882, 7-24-06)

Sec. 82-104. Assistance.

The design review board may call upon the city manager for such services and data from the various departments as it may require. The design review board may recommend to the city commission the securing of such professional and consulting services as it may require; however, no expenditures of funds shall be made or contracts entered into for providing such professional or consulting services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1882, 7-24-06)

Sec. 82-105. Duties.

- (a) It shall be the function and duty of the design review board to advise the city commission in regard to the proper development of the city. The design review board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The design review board is authorized to advise and cooperate with the city commission, city planning board, historic district commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.
- (b) The design review board is also authorized to recommend for the guidance of the city commission amendments to this Code relating to the control and development of lands within historic districts. The design review board may, from time to time, amend, extend or add to such recommendations; and the same shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs.
- (c) The design review board may hold such public meetings and/or hearings from time to time as it may deem advisable or necessary in connection with the proper performance of its functions under this article.
- (d) Not later than April 1 of each year, the design review board shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and of the design review board shall be held at least annually, at a time designated by the mayor. It shall be the duty of the mayor to call such meeting in accordance with the provisions of this section.

(Ord. No. 1882, 7-24-06)

Sec. 82-106. Review and recommendations.

- (a) The design review board shall have the responsibility for sign and design review for non-historic properties as outlined in chapter 126. It shall be the function of the design review board to pass upon all matters referred to it by the city commission and to give to the city commission the benefit of its judgment with relation to such matters so referred. Matters so referred may include but not necessarily be restricted to:
- (1) Requests for change of zoning;
 - (2) Requests for issuing building permits;
 - (3) Requests for sign and design review text amendments;
 - (4) Requests for special land use permits; and
 - (5) Any other matters which bear relation to the physical development or growth of the municipality.
- (b) When any recommendation has been made by the design review board, the same shall be referred to the city commission or other appropriate city boards.

(Ord. No. 1882, 7-24-06)



**NOTICE OF INTENTION TO APPOINT TO
HISTORIC DISTRICT COMMISSION**

At the regular meeting of Monday, September 19, 2022 the Birmingham City Commission intends to appoint two regular members and two alternate members to the Historic District Commission to serve three-year terms to expire September 25, 2025.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, September 14, 2022. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Natalia Dukas	<ul style="list-style-type: none"> • A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. • Must be a resident Current Regular Member, Finance background, preservation training
Steven Lemberg	Current Alternate Member Historic District resident
Cassandra McCarthy	Current Alternate, Historical preservation experience
Michael Willoughby	Current Regular Member, Architect

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____, as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

To appoint _____, as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2025.



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Debbrecht 564 Frank St	Gigi	(248) 882-9906 <i>gigidebrecht@yahoo.com</i>	12/3/2018 realtor	9/25/2024
Deyer 1283 Buckingham	Keith	(248) 642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2023
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2022
Henke 724 South Bates	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2024
Kolo 851 Ann St	Dustin	(248) 935-3651 <i>dustinkolo@gmail.com</i>	11/23/2020	9/25/2023

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/3/2018	9/25/2024
Lemberg 648 S. Bates	Steven	(248) 971-9494 <i>slemberg@comcast.net</i>	12/8/2020 Alternate	9/25/2022
McCarthy 1025 N. Glenhurst	Cassandra	(213) 725-3934 <i>mscassan@aol.com</i>	11/23/2020 Alternate	9/25/2022
Murray Seaholm High School	Meghan		2/28/2022 student representative	12/31/2022
Rasawehr 221 Baldwin Road	Julijana	(586)201-5470 <i>jmisich@yahoo.com</i>	9/25/2024 planning & zoning director	9/25/2024
Vercellone Seaholm High School	Charlie		2/28/2022 student representative	12/31/2022
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2022

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT COMMISSION** Year: **2022**

Members Required for Quorum: **4**

MEMBER NAME	1/5	1/19	2/2	2/16	3/16	4/6	4/20	5/4	5/18	6/1	6/15	7/6	7/20	8/3	8/17	9/7	9/21	10/19	11/2	11/16	12/7	12/21	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																											
John Henke	CM	A	A	CM	A	P	P	A	P	P	P	P	P	CM	A	P									8	5	62%
Keith Deyer	CM	P	P	CM	P	A	A	A	P	P	A	A	P	CM	A	P									7	6	54%
Gigi Debbrecht	CM	P	P	CM	P	P	P	P	P	P	P	P	A	CM	P	P									12	1	92%
Natalia Dukas	CM	P	P	CM	P	P	A	P	P	A	P	P	A	CM	P	A									9	4	69%
Dustin Kolo	CM	P	A	CM	P	P	P	P	P	P	P	A	P	CM	P	P									11	2	85%
Patricia Lang	CM	P	P	CM	P	P	P	A	P	P	P	P	P	CM	A	P									11	2	85%
Michael Willoughby	CM	A	P	CM	P	A	P	P	P	A	P	P	P	CM	A	P									9	4	69%
ALTERNATES																											
Steven Lemberg	CM	P	P	CM	A	A	P	A	A	P	A	A	P	CM	P	A									6	7	46%
Cassandra McCarthy	CM	A	A	CM	A	A	A	A	A	A	A	A	A	CM	A	A									0	13	0%
Megham Murray (Stdnt)	CM	NA	NA	CM	P	P	P	P	P	P	P	P	P	CM	P	P									11	0	100%
Charlie Vercellone (Stdnt)	CM	NA	NA	CM	P	P	P	P	P	P	P	A	P	CM	A	P									9	2	82%
TOTAL	0	6	6	0	6	5	6	4	7	6	6	5	6	0	4	6	0	0	0	0	0	0	0	0	0	0	

- KEY:**
- A** = Member absent
 - P** = Member present or available
 - CP** = Member available, but meeting canceled for lack of quorum
 - CA** = Member not available and meeting was canceled for lack of quorum
 - NA** = Member not appointed at that time
 - NM** = No meeting scheduled that month
 - CM** = Meeting canceled for lack of business items

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT COMMISSION** Year: **2021**
 Members Required for Quorum: **4**

MEMBER NAME	1/6	1/20	2/3	3/3	3/17	4/7	4/21	5/5	5/19	6/2	6/16	7/7	7/21	8/4	9/1	10/6	10/20	11/3	11/17	12/1	12/15	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available	
REGULAR MEMBERS																											
John Henke	P	P	P	P	P	A	CM	CM	P	P	P	A	A	P	P	CM	P	P	P	A	P			14	4	78%	
Keith Deyer	P	P	P	P	P	P	CM	CM	P	P	P	P	A	P	A	CM	A	P	P	P	A			14	4	78%	
Gigi Debbrecht	P	P	A	P	P	P	CM	CM	P	P	P	A	P	P	P	CM	P	P	P	P	A			15	3	83%	
Natalia Dukas	P	P	P	P	P	P	CM	CM	P	A	P	P	P	A	P	CM	A	P	P	P	P			15	3	83%	
Dustin Kolo	P	P	P	P	P	P	CM	CM	P	P	P	P	P	A	P	CM	P	P	P	P	A			16	2	89%	
Patricia Lang	P	A	P	P	P	A	CM	CM	P	P	P	P	P	P	A	CM	A	A	A	P	P			12	6	67%	
Michael Willoughby	P	P	P	P	P	P	CM	CM	P	P	A	P	P	P	P	CM	A	P	P	P	P			16	2	89%	
ALTERNATES																											
Steven Lemberg	P	P	A	P	P	A	CM	CM	P	P	P	P	A	P	P	CM	P	P	P	P	P			15	3	83%	
Cassandra McCarthy	A	P	P	P	A	P	CM	CM	A	P	A	P	A	A	A	CM	P	A	A	A	A			7	11	39%	
Charles Cusimano (Stdnt)	NA	NA	NA	P	P	P	CM	CM	P	P	P	A	P	A	P	CM	P	P	P	P	P			13	2	87%	
Elizabeth Wiegand (Stdn)	NA	NA	NA	P	A	P	CM	CM	P	P	P	P	A	P	A	CM	P	P	P	P	P			12	3	80%	
TOTAL	8	8	7	9	8	6	0	0	8	8	7	8	4	6	6	0	5	7	7	7	5	0	0				

- KEY:**
- A** = Member absent
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 Department Head Signature



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
	<input checked="" type="radio"/> Will Attend / <input type="radio"/> Unable to Attend

RVD 8/21/22

APPLICATION FOR CITY BOARD OR COMMITTEE

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Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Historic District Commission and Design Review Board

Specific Category/Vacancy on Board Regular Member (see back of this form for information)

Name Natalia Dukas

Phone (248) 535-9950

Residential Address 1352 Suffield Ave

Email *nataliadukas@yahoo.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 15 years

Business Address _____

Occupation _____

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

My 9 years of service on HDC/DRB give me experience and understanding of the Board's work and mission. I would like to continue to serve as I am committed to the city's growth and protecting it's historical resources.

List your related employment experience Finance, Ford Motor Co; Finance, Trademark Construction Co.

List your related community activities Regular member Historic Distric Commission/Design Review Board 2013 - Present Board of Review 2012-13; Pierce Elementary PTA; Birmingham Election Inspector

List your related educational experience B.A. Economics University of California Berkeley
Historic District Commissioner Training, MI Historic Preservation Network training, Nat'l Alliance of Preservation Commissions training

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: no

Do you currently have a relative serving on the board/committee to which you have applied? no

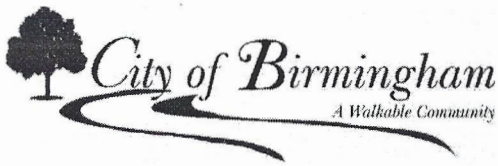
Are you an elector (registered voter) in the City of Birmingham? yes

Natalia Dukas
Signature of Applicant

8/21/22
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Will Attend / Unable to Attend	

Submitted 9/12/2022

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Historic District Commission

Specific Category/Vacancy on Board Alternate (see back of this form for information)

Name Steven Lemberg

Phone 248-971-9494

Residential Address 648 S. Bates St.

Email * slemberg@comcast.net

Residential City, Zip Birmingham 48009

Length of Residence 6 1/2 years

Business Address 648 S. Bates St.

Occupation Executive, Attorney, CPA

Business City, Zip Birmingham 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I have
board experience with both for-profit and non-profit boards, including two years with the HDC . I also have considerable business
experience that will allow me to effectively contribute. My law background will aid in interpreting rules and regulations.

List your related employment experience Tax Partner at Pricewaterhouse Coopers where I did significant work on historic
tax credit transactions. Work for private clients as a lawyer, CPA, and family office advisor.

List your related community activities (1) I have served on the Historic District Commission in this capacity for the last two years.
(2) I live in the Bates Street Historic District, and because of my interest in historic preservation I voluntarily spoke at HDC hearings prior to serving on

List your related educational experience (continuing from above) the HDC. (3) Member - Michigan Historic Preservation Network.
University of Michigan Law School. University of Michigan Ross School of Business.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes

Signature of Applicant [Handwritten Signature]

Date September 3, 2022

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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Submitted 9/13/22

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(Please print clearly)

Board/Committee of Interest Historic District Commission

Specific Category/Vacancy on Board Alternate (see back of this form for information)

Name Cassandra McCarthy Phone 213 76 3934

Residential Address 1025 N. Glenhurst Dr. Email * MSCassan@aol.com

Residential City, Zip Birmingham 48009 Length of Residence 5 years

Business Address 36845 Metro Ct. Occupation Manufacturing

Business City, Zip Sterling Heights 48310

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied

Skills acquired restoring homes/fine detail
Background in UCA Microfilm Dept. for Historical preservation

List your related employment experience Lonif manufacturing business values originally hand manufacturing techniques

List your related community activities Supporter/Donor; Cranbrook House, Cranbrook Center for Collections, Indian Village, Palmer Woods

List your related educational experience Touring Plaster Co, Extended work/Steps in Philadelphia/New Orleans (Historical rich cities), Microfilm Dept, Touring Historical Homes local, US & abroad.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they receive direct compensation or financial benefit? If yes, please explain: no

Do you currently have a relative serving on the board/committee to which you have applied? no

Are you an elector (registered voter) in the City of Birmingham? yes

Signature of Applicant [Handwritten Signature]

Date 9/13/22

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or clerksoffice@bhamgov.org or by fax to 248.530.1080.

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Will Attend	<input type="radio"/> Yes <input checked="" type="radio"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE Submitted 9/13/22

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest HISTORIC DISTRICT COMMISSION

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name MICHAEL WILLOUGHBY

Phone 248 760 8903

Residential Address 667 GREENWOOD

Email *MICHAEL@MWA-ARCHITECTS.COM

Residential City, Zip BIRMINGHAM 48009

Length of Residence 32 YEARS

Business Address 555 S. OLD WOODWARD - 25L

Occupation ARCHITECT

Business City, Zip BIRMINGHAM 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

AS AN ARCHITECT I UNDERSTAND HISTORIC PRESERVATION

List your related employment experience ARCHITECT 1972 - PRESENT

List your related community activities COMMUNITY HOUSE BOARD

List your related educational experience BS ARCHITECTURE

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? YES

Signature of Applicant _____

9-13-2022
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to receive these messages you may unsubscribe at any time

Sec. 127-6. - Historic district commission.

- (a) The city commission may establish a commission to be called the historic district commission. Each member of the commission shall reside within the city limits. The commission shall consist of seven members. Members shall be appointed by the city commission. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Members shall be appointed for a term of three years, except the initial appointments of three members for a term of two years and two members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the commission, interim appointments shall be made by the city commission within 60 calendar days to complete the unexpired term of such position. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the state.
- (b) The city commission may appoint two alternate members to serve as needed on the historic district commission during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the historic district commission in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the historic district commission.
- (c) The commission shall, from its appointed members, elect a chairman and vice-chairman. Each officer will serve a one-year term and may be re-elected. The chairman shall preside over the commission and shall have a right to vote. The vice-chairman shall, in the case of absence or disability of the chairman, perform the duties of the chairman. The city planner or an authorized representative shall act as secretary of the commission and shall keep a record of all its proceedings.
- (d) The commission may call upon the city manager for such services and data from the various departments as it may require. The commission may recommend to the city commission the securing of such professional and consulting services as it may require; however, no expenditures of funds shall be made, or contracts entered into for providing such professional or consulting services, unless the same shall first be approved and authorized by the city commission.
- (e) The city commission may prescribe powers and duties of the commission, in addition to those prescribed in this chapter, that foster historic preservation activities, projects, and programs in the local unit.
- (f) Members of the commission may, after a public hearing, be removed for cause.
- (1) As used in this section, the term "cause" is defined as a determination by the city commission that sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the commission. The decision by the city commission to remove a member shall be final and binding upon such member of the commission and no appeal shall arise therefrom.
- (2) As used in this section, the term "public hearing" is defined as an open meeting at which the determination is made by the city commission, in its sole discretion, that cause exists for the removal of a member of the commission. For purposes of an orderly presentation, the city attorney shall serve as chairperson of the public hearing, and the city manager, or his/her designee, may present information to

the city commission with respect to the potential removal of a member of the commission. The city manager or his/her designee will be afforded the opportunity to address the city commission with respect to such information for a period of not to exceed 30 minutes. The affected member of the commission or his/her designated representative will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The presentation of information by the city manager or his/her designee and the presentation of information by the affected member or his/her designated representative may, in accordance with applicable law, be conducted in a closed session. This section shall not be construed as creating a right to a due process or evidentiary hearing.

- (3) This section shall not be construed as creating or bestowing upon a member of the commission any employment status, property interest or any vested interest or right to continued membership on the commission.
- (g) It shall be the function and duty of the commission to advise the city commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The commission is also authorized to recommend for the guidance of the city commission amendments to the City Code relating to the control and development of lands within historic districts.

(Ord. No. 1880, 7-24-06; Ord. No. 1976, 10-13-08; Ord. No. 2201, 10-10-16)

Sec. 127-7. - Historic district commission meetings, recordkeeping and rules of procedure.

- (a) The historic district commission shall meet at least quarterly or more frequently at the call of the commission. Not later than April 1 of each year, the commission shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and the commission shall be held at least annually at a time designated by the mayor.
- (b) The business that the commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the commission.
- (c) At least four members of the commission shall constitute a quorum for the transaction of its business. The commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines to carry out its duties under this chapter.
- (d) The commission shall keep a record of its resolutions, proceedings, and actions. A document prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.

(Ord. No. 1880, 7-24-06)

**Birmingham City Commission
Special Meeting Minutes
Workshop
Monday, September 12, 2022
6:00 p.m.
Vimeo Link: <https://vimeo.com/744424196>**

Workshop Session

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding parking.

I. Call to Order

Therese Longe, Mayor

II. Roll Call

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe
Mayor Pro Tem Boutros
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner McLain
Commissioner Schafer

Absent: None

Administration: City Clerk Bingham, Senior Planner Cowan, Assistant City Manager Ecker, City Attorney Kucharek, City Manager Markus

III. Presentation & Discussion

CM Markus introduced the workshop. ACM Ecker presented and answered informational questions from the Commission.

Commissioner Baller said that if the City nears 100% occupancy on a regular basis in the future, the City should consider building additional parking decks.

MPT Boutros replied to Commissioner Baller, noting that a number of changing circumstances could result in less parking demand in the future as well.

CM Markus concurred with MPT Boutros, noting that a further period of observation would likely be required to determine whether the demand for parking will increase or decrease.

Commissioner McLain noted for the public that the City could not charge impact fees on new development because impact fees are not legal in Michigan.

In reply to Commissioner Host, ACM Ecker said she could look at past years to determine what percentage of the parking user fees are spent on maintenance.

In reply to Commissioner Host, ACM Ecker and CA Kucharek stated that the floor-area ratio is unrelated to parking requirements, the parking system, and how the parking system is paid for.

In reply to Commissioner Baller, CM Markus stated that City fees are reviewed on an annual basis to ensure that fees are in line with costs. He explained that the hiring of a parking manager was done to allow the City to manage the parking system more holistically than in the past.

IV. Public Comment

Paul Reagan expressed skepticism that the parking provided in the PAD could have anticipated the current development of the lots within the PAD, since the zoning of some of the lots changed in the intervening years.

CM Markus reiterated a point from ACM Ecker's presentation that the planning of the PAD imagined potential full development on each of the included lots in order to calculate the parking required.

V. Adjourn

Mayor Longe adjourned the meeting at 7:11 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

City of Birmingham
Warrant List Dated 09/14/2022

Meeting of 09/19/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287753	*	000855	48TH DISTRICT COURT	250.00
287754	*	000855	48TH DISTRICT COURT	750.00
287755		009507	AIR HANDLERS SERVICE CORP.	494.62
287757	*	009393	AMANDA MCBRIDE	250.00
287758		008304	AMERINET	31,461.00
287759	*	009380	APRILE LAW, PLLC	300.00
287761	*	009383	BATTIE LAW PLLC	430.00
287762		003361	BERGER CHEVROLET	80,932.00
287763		004244	BOLYARD LUMBER	986.79
287764	*	TAXMISC	BRIAN GUAY AND	8,137.92
287765		003907	CADILLAC ASPHALT, LLC	739.32
287766		008082	CAMFIL USA INC	508.02
287767		007732	CAPITAL TIRE, INC.	775.92
287768	*	000444	CDW GOVERNMENT INC	20.56
287769		009168	CHET'S CLEANING INC	713.00
287770		000605	CINTAS CORPORATION	164.06
287771		000605	CINTAS CORPORATION	26.60
287772	*	008955	COMCAST	102.00
287773		007774	COMCAST BUSINESS	263.85
287774		008512	COOL THREADS EMBROIDERY	580.94
287775		008582	CORE & MAIN LP	2,836.71
287776		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
287776	*	009529	DAVEY RESOURCE GROUP, INC.	8,075.00
287777		008641	DINGES FIRE COMPANY	388.40
287778	*	000179	DTE ENERGY	183.53
287779	*	000179	DTE ENERGY	1,605.67
287780	*	000179	DTE ENERGY	17.61
287781	*	000179	DTE ENERGY	386.28
287782	*	000179	DTE ENERGY	615.19
287783	*	000179	DTE ENERGY	36.32
287784	*	000179	DTE ENERGY	207.24
287785	*	000179	DTE ENERGY	1,860.65
287786	*	000179	DTE ENERGY	77.79
287787	*	000179	DTE ENERGY	913.15
287788	*	000179	DTE ENERGY	1,447.96
287789	*	000179	DTE ENERGY	1,160.44
287790	*	000179	DTE ENERGY	72.40
287791	*	000179	DTE ENERGY	66.98
287792	*	000180	DTE ENERGY	40,935.80
287795		000196	EJ USA, INC.	287.50
287797	*	001956	HOME DEPOT CREDIT SERVICES	364.13
287798	*	009401	IRENE S WASSEL	250.00

City of Birmingham
Warrant List Dated 09/14/2022

Meeting of 09/19/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287799		000344	J.T. EXPRESS, LTD.	744.82
287800	*	009249	JCC CREATIVE LLC	325.00
287801	*	002659	CHRISTOPHER KOCH	198.47
287803		008553	L.G.K. BUILDING, INC	20,000.00
287804	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,650.00
287805	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	300.00
287806		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	165.50
287807		009375	LITHIA MOTORS, INC SUPPORT SERVICES	72.85
287808	*	000972	MCKESSON MEDICAL-SURGICAL	3,617.73
287809	*	TAXMISC	MERRILLWOOD INVEST. LLC AND NEW	8,876.05
287811		002022	MICHIGAN ASSN. OF FIRE CHIEFS	50.00
287812		007163	MOBILE HEALTH RESOURCES	3,485.54
287813	*	005634	GINA MOODY	80.07
287815	*	000477	OAKLAND COUNTY	30.00
287816	*	004370	OCCUPATIONAL HEALTH CENTERS	136.00
287820		000486	PLANTE & MORAN PLLC	8,500.00
287821	*	006625	PTS COMMUNICATIONS, INC	78.00
287822		009324	PULLMAN SST INC	25,213.35
287823		002405	R.D. WHITE CO., INC.	1,710.00
287824		MISC	RESCUE DIRECT	296.99
287826	*	002806	SAM'S CLUB/SYNCHRONY BANK	910.63
287827		008815	SHI INTERNATIONAL CORP.	1,082.55
287828	*	004202	SHRED-IT USA	387.17
287830		002809	STATE OF MICHIGAN	759.58
287831		007831	STOPSTICK, LTD.	970.00
287832		004544	STRYKER SALES CORPORATION	922.97
287833		005863	SUCCESS COMMUNICATIONS, INC.	3,995.00
287835		MISC	THOMAS SHELBY & COMPANY, INC.	2,885.00
287836		000275	TIRE WHOLESALERS CO INC	187.18
287837	*	009530	TRI- COUNTY GLASS CO	3,243.36
287838		008941	UPTOWN MARKET OF BIRMINGHAM	221.20
287839		007226	VALLEY CITY LINEN, INC	73.60
287840		000931	VARSITY SHOP	313.38
287841	*	000158	VERIZON WIRELESS	791.38
287842	*	000158	VERIZON WIRELESS	151.84
287843		001438	WINDER POLICE EQUIPMENT, INC	971.00

SUBTOTAL PAPER CHECK \$285,346.56

ACH TRANSACTION

6031	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	51,797.74
6032		009126	AMAZON CAPITAL SERVICES INC	726.66
6032	*	009126	AMAZON CAPITAL SERVICES INC	32.00
6033	*	008009	TREVOR BAKER	25.00
6034		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	9,043,608.68

City of Birmingham
Warrant List Dated 09/14/2022

Meeting of 09/19/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6035	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	84.00
6036		009183	BOB ADAMS TOWING	402.50
6037	*	009396	CECILIA QUIRINDONGO BAUNSOE	250.00
6038		001367	CONTRACTORS CONNECTION INC	1,298.75
6039	*	001077	DUNCAN PARKING TECH INC	9,762.75
6040		006181	FIRST CHOICE COFFEE SERV	217.52
6041	*	000243	GRAINGER	1,071.15
6042	*	009390	IDUMESARO LAW FIRM, PLLC	900.00
6043		000261	J.H. HART URBAN FORESTRY	28,976.50
6044	*	002576	JAX KAR WASH	155.00
6045	*	003458	JOE'S AUTO PARTS, INC.	1,209.82
6046	*	000891	KELLER THOMA	1,031.25
6047	*	004085	KONE INC	2,086.45
6048	*	009392	LAMB LEGAL CONSULTING SERVICES	850.00
6050	*	009331	MY CONCIERGE MICHIGAN, LLC	99.00
6051	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	250.00
6052	*	001194	NELSON BROTHERS SEWER	140.00
6053	*	006359	NYE UNIFORM COMPANY	1,112.00
6054		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	15,432,130.06
6055	*	006853	PAUL C SCOTT PLUMBING INC	275.00
6056	*	001753	PEPSI COLA	873.00
6057	*	003554	RKA PETROLEUM	18,194.23
6058	*	001181	ROSE PEST SOLUTIONS	759.00
6059	*	004355	SYMETRA LIFE INSURANCE COMPANY	60,075.45
6060	*	001255	TEKNICOLORS INC	274.95
6061		000273	TERMINAL SUPPLY CO.	37.40
6062		009254	THOMAS M MARKUS	535.00
6063	*	002037	TOTAL ARMORED CAR SERVICE, INC.	796.28
6064	*	000969	VIGILANTE SECURITY INC	150.00
6065	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	2,009.08
6066	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$24,665,946.22

City of Birmingham
Warrant List Dated 09/14/2022

Meeting of 09/19/2022

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$24,951,292.78

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mark Gerber
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.



MEMORANDUM

City Clerk's Office

DATE: September 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: 2022 Christmas Nativity Scene

INTRODUCTION:

Lutheran Church of the Redeemer has submitted a Special Event application to hold the 2022 Christmas Nativity Display beginning November 23, 2022 through December 30, 2022. Set up for the event is scheduled for November 23 from 8-11:00 a.m. Tear down is scheduled for December 30 from 8-11:00 a.m.

This display will be located in Shain Park and will consist of fiberglass figurines mounted on a wooden platform.

BACKGROUND:

The necessary departments reviewed the event details provided in the application and requested more information when needed. DPS, Planning, Building, Engineering, Police, and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

Events approved by the City Commission in Shain Park in November and December include:

Birmingham Santa Walk	November 26, 2022
Santa House and Carriage Rides	November 26-December 24, 2022
Winter Markt	December 2-4, 2022
Menorah Lighting in Shain Park	Dates TBD

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns or objections.

FISCAL IMPACT:

The Finance Director has reviewed the application and has no concerns or objections.

PUBLIC COMMUNICATIONS:

The applicant notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the Commission meeting. A copy of the letter was received in the Clerk's Office on August 18, 2022. The addresses that were notified were owners and occupants within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for a Christmas Nativity scene to be on display from November 23 until December 30, 2022. Set up will take place in Shain Park on Wednesday, November 23, 2022 from -11:00 a.m.. Tear down will occur on December 30, 2022 between 8 a.m. and 11:00 a.m..

ATTACHMENTS:

- Special Event application
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated August 15, 2022. Notification addresses are on file in the Clerk's Office.
- Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Lutheran Church of the Redeemer to hold the 2022 Christmas Nativity Display daily, beginning on November 23, 2022 and ending December 30, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees, and further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: See page 4

I. EVENT DETAILS

- **Incomplete applications will not be accepted.**
- **Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event**

FEES: **FIRST TIME EVENT:** **\$200.00**
 ANNUAL APPLICATION FEE: **\$165.00**

(Please print clearly or type)

Date of Application July 20, 2022

Name of Event 2022 Christmas Nativity Display

Detailed Description of Event (attach additional sheet if necessary) _____

Display of Fiberglass Nativity display/figurines mounted
on wooden platform (pictures (a, b))

Location Shain Park

Date(s) of Event 11/23-12/30/2022 Hours of Event All day

Date(s) of Set-up 11/23/2022 Hours of Set-up 8:00-11:00 a.m.

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down 12/30/2022 Hours of Tear-down 8:00-11:00 a.m.

Organization Sponsoring Event Lutheran Church of the Redeemer

Organization Address 1800 W. Maple Rd., Birmingham 48009

Organization Phone 248-644-4010

Contact Person Gary Priskorn - Director of Men's Ministry

Contact Phone 248-644-4010 ext. 123

Contact Email gpriskorn@redeemer-birmingham.org

II. EVENT INFORMATION

1. Organization Type not for profit - church
(city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____

Our Shepherd Lutheran Church 2225 E. 14 Mile Rd., Birmingham 48009 (A)
Ascension of Christ Lutheran Church, 16935 W. 14 Mile Rd., Beverly Hills 48025 (B)
(A) David Priskorn 248-705-7874 (B) Chuck Jackson 248-885-4101

3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so _____**

Redeemer, Our Shepherd and Ascension of Christ Lutheran churches
have joined together since 2006 to display the Nativity scene
in Shain Park - much thanks to the city of Birmingham!

4. Is the event a fundraiser? YES NO

List beneficiary _____

List expected income _____ Attach information about the beneficiary.

5. First time event in Birmingham? YES NO

If no, describe This display has been set up in Shain Park
every year since 2006

6. Total number of people expected to attend per day unknown

7. The event will be held on the following City property: (Please list)

Street(s) _____

Sidewalk(s) _____

Park(s) Shain Park

8. Will street closures be required? YES NO

(Police Department acknowledgement prior to submission of application is required) (initial here) MJR #501

What parking arrangements will be necessary to accommodate attendance?

Describe None

9. Will staff be provided to assist with safety, security and maintenance? YES NO

If yes, please provide number of staff to be provided and any specialized training received.

Describe periodic inspections for damage and burned out bulbs

10. Will the event require safety personnel (police, fire, paramedics)? YES NO

(Police Department acknowledgement prior to submission of application is required.) (initial here) MTR #501

Describe _____

11. Will alcoholic beverages be served? YES NO

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES NO

_____ Live _____ Amplification _____ Loudspeakers

Recorded Time music will begin _____

Time music will end _____

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event?

Number of signs/banners 1

Size of signs/banners 18" x 48" on front of platform

Submit a photo/drawing of the sign(s). **A sign permit is required.**
 pages 6a, 6b

14. Will food/beverages/merchandise be sold? YES NO

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?

III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric) (A)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO
(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

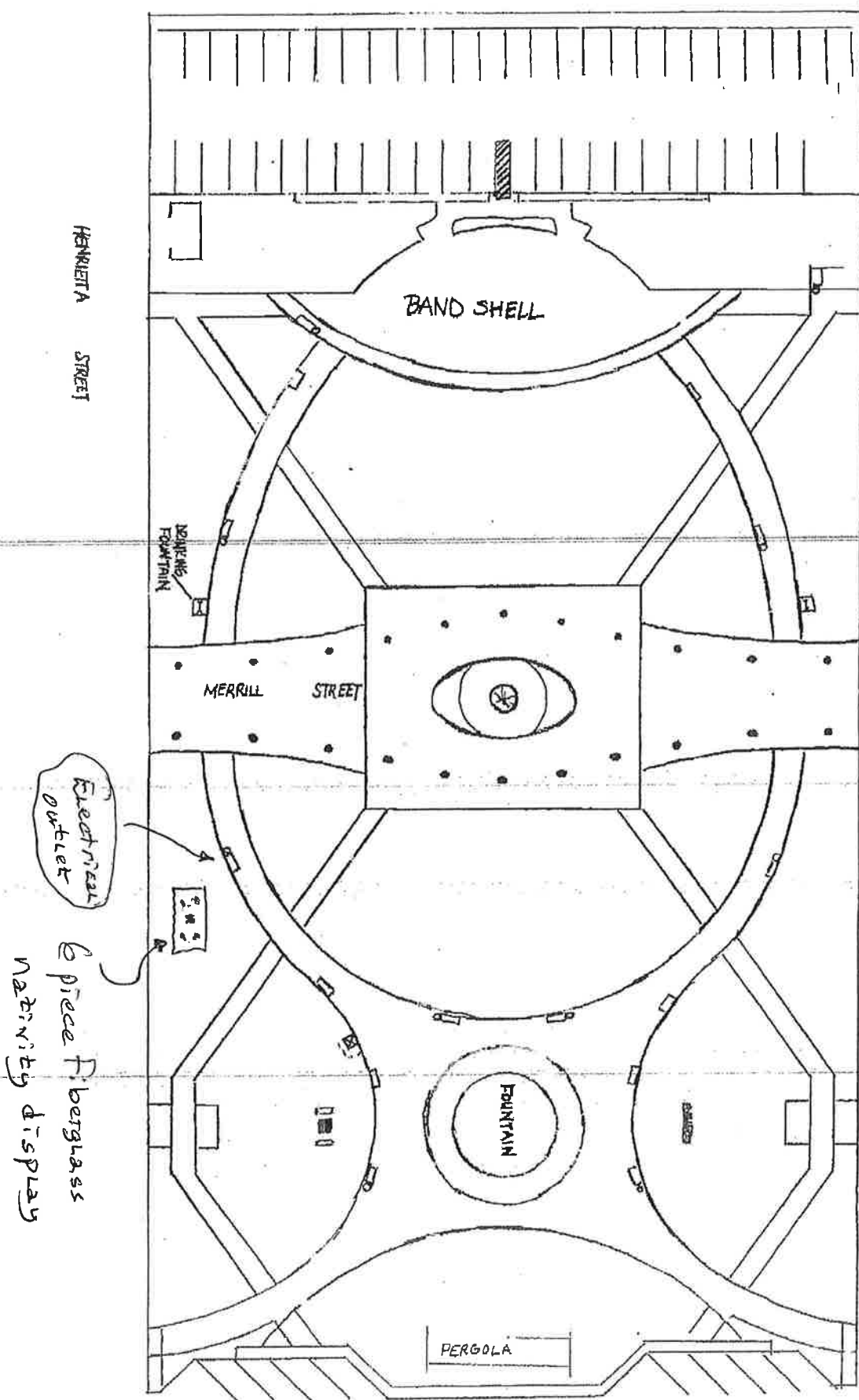
(A) 1 electric outlet for lighting of display in the evening **5C**



This scene was shared with the town of... and is located by...
Administration of Christ Lutheran Church, Beverly Hills
Lutheran Church of the Holy Spirit, Birmingham
Our Shepherd Lutheran Church, Birmingham
"I bring you good news of great joy that will be for all people."
Luke 2







SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 2022 Christmas Nativity Display

EVENT DATE Nov. 23, 2022 → Dec. 30, 2022

The Birmingham City Commission shall have sole and complete discretion in deciding whether to issue a permit. Nothing contained in the City Code shall be construed to require the City Commission to issue a permit to an applicant and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this special event as determined by the City administration and will comply with all local, state and federal rules, regulations and laws.

Gary J. Priskom July 20, 2022
Signature Date

By providing your e-mail to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

IV. SAMPLE LETTER TO NOTIFY ANY AFFECTED PROPERTY/BUSINESS OWNERS

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.

LUTHERAN CHURCH OF THE REDEEMER

Attachment 1: Special Event Application

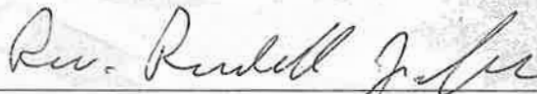
1800 West Maple Road, Birmingham, Michigan 48009

Phone: (248) 644-4010 Fax: (248) 644-1471

July 11, 2022

HOLD-HARMLESS AGREEMENT

“To the fullest extent permitted by law, Lutheran Church of the Redeemer and any entity or person for whom Lutheran Church of the Redeemer is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity/event. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.”



Applicant's signature

July 20, 2022

Rev. Randall J. Schlak, Senior Pastor ✕ **James Greenwalt**, Vicar ✕ **Rev. Ronald Farah**, Pastor Emeritus

Nicole Olds, Director of Children's Ministry ✕ **Gary Priskorn**, Director of Men and Senior's Ministries

Gia Scheidt/Eric Wisniewski, Director/Assistant Director of High School ✕ **Steven SeGraves**, Director of Music

Kitty Sweitzer, Director of Women's Ministry ✕ **Laura Vowell**, Director of Family Life Ministry/Middle School Youth

Laura Jones, Accountant ✕ **Rose Kiehle**, Office Manager ✕ **Therese Scheidt**, Office Coordinator ✕ **Pam Tyndall**, Staff/Office

Liaison

Dr. Sandy Pourcho, Art Therapist ✕ **Ann Lewis**, Resident Counselors

Fred Suczynski, Building Manager



CERTIFICATE OF LIABILITY INSURANCE

Attachment 1: Special Event Application (MM/DD/YYYY)

7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CTG Insurance PO Box 8 Grand Blanc MI 48480	CONTACT NAME: Tanya Howell PHONE (A/C, No, Ext): 800-732-0096 E-MAIL ADDRESS: tanya@ctglns.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lutheran Church Of The Redeemer 1800 W MAPLE RD BIRMINGHAM MI 48009-1567	INSURER A: Brotherhood Mutual Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	21MLA0299047	12/2/2021	12/2/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is for the upcoming Nativity Event from Nov 23, 2022 - Dec 30, 2022. The City of Birmingham is added as an additional Insured with primary & non contributory coverage, with waiver of subrogation. The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are named as additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

The City of Birmingham 15 Martin Birmingham MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Tanya Howell</i>

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LUTHERAN CHURCH OF THE REDEEMER

1800 West Maple Road, Birmingham, Michigan 48009

Phone: (248) 644-4010 Fax: (248) 644-1471

Attachment 2: Notification Letter

Clerk's Office
City of Birmingham, MI

AUG 18 2022

CW

RECEIVED

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: August 15, 2022
TO: Resident/Property Owner/Business Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City Commission will consider our request so that an opportunity exists for comments prior to this approval.

EVENT INFORMATION

NAME OF EVENT: 2022 Christmas Nativity Display
LOCATION: Shain Park – Henrietta (east side)
DATES OF EVENT: 11/23 – 12/30/22
HOURS OF EVENT: 24 hrs/day
BRIEF DESCRIPTION OF EVENT: The display includes 6 fiberglass figures (Baby Jesus, Mary, Joseph and 3 shepherds) with signage that identifies the 3 Lutheran churches who share this Nativity scene with residents and visitors to the city of Birmingham

DATE AND HOURS OF SET-UP: 11/23/22 8-11 a.m.
DATE AND HOURS OF TEAR-DOWN: 12/30/22 8-11 a.m.

DATE OF CITY COMMISSION MEETING: September 19, 2022

The City Commission meets in Room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: <https://zoom.us/j/655079760>
Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248-530-1880).** Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Lutheran Church of the Redeemer
ADDRESS: 1800 West Maple, Birmingham 48009
PHONE: 248-644-4010

** Jointly sponsored by Our Shepherd Lutheran Church, Birmingham and Ascension of Christ Lutheran Church, Beverly Hills

Rev. Randall J. Schlak, Senior Pastor ✱ James Greenwalt, Vicar ✱ Rev. Ronald Farah, Pastor Emeritus

Nicole Olds, Director of Children's Ministry ✱ Gary Priskorn, Director of Men and Senior's Ministries

Gia Scheidt/Eric Wisniewski, Director/Assistant Director of High School ✱ Steven SeGraves, Director of Music

Kitty Sweitzer, Director of Women's Ministry ✱ Laura Vowell, Director of Family Life Ministry/Middle School Youth

Laura Jones, Accountant ✱ Rose Kiehle, Office Manager ✱ Therese Scheidt, Office Coordinator ✱ Pam Tyndall, Staff/Office Liaison

*Dr. Sandy Pourcho, Anna Lewis, Resident Counselors
Fred Suczynski, Building Manager*

DEPARTMENT APPROVALS**EVENT NAME: 2022 Christmas Nativity Display****LICENSE NUMBER # 22-00011921****COMMISSION HEARING DATE: September 19, 2022**

NOTE TO STAFF: Please submit approval by August 5, 2022

DATE OF EVENT: 11/23-12/30

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment		\$0	
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department Involvement.		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JDP	N/A		\$0	
POLICE 101-000.000.634.0003 248.530.1870	MHC	Item in Park	None	\$0	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	NO STAKES OF ANY TYPE TO BE DRIVEN INTO THE GROUND TO HOLD DOWN NATIVITY SCENE. 2). DEPARTMENT REPRESENTATIVE WILL MEET WITH ORGANIZATION REPRESENTATIVE ON THE PLACEMENT OF THE NATIVITY SCENE, TO AVOID DAMAGE TO PROPERTY, ELECTRICAL, ETC.		\$0	

<p>ENGINEERING 101-000.000.634.0002 248.530.1839</p>	<p>SDZ</p>	<p>Item in the park</p>	<p>none</p>	<p>0</p>	<p>0</p>
<p>SP+ PARKING</p>	<p>AF</p>	<p>Standard parking rates will be in effect</p>	<p>None</p>	<p>0</p>	<p>0</p>
<p>INSURANCE 248.530.1807</p>	<p>CW</p>	<p>Already submitted COI , hold harmless</p>	<p>None</p>	<p>\$0</p>	<p>\$0</p>
<p>CLERK 101-000.000-614.0000 248.530.1803</p>	<p>CW</p>	<p>Notification letters were mailed by applicant 8/15/22. Notification addresses on file in the Clerk's Office.</p>		<p>\$165 pd</p>	
				<p>TOTAL DEPOSIT REQUIRED</p>	<p>ACTUAL COST</p>

<p>FOR CLERK'S OFFICE USE</p> <p>Deposit paid _____</p> <p>Actual Cost _____</p> <p>Due/Refund_____</p>

DATE: September 14, 2022

TO: Thomas Markus, City Manager

FROM: Joseph Lambert, HR Manager

SUBJECT: Certification of Compliance with State of Michigan Public Act 152 of 2011

INTRODUCTION:

Since 2012, Michigan public employers have annually certified compliance with Public Act 152, the Publicly-funded Health Insurance Contribution Act, in order to maintain eligibility for state funding. Previously, this was a requirement for statutory revenue sharing disbursements tied to the Economic Vitality Incentive Program (EVIP) which has been discontinued. Now, the Michigan Department of Transportation (MDOT) uses PA 152 compliance for distribution of federal funds.

BACKGROUND:

Certification of compliance is required by September 30th of each year to guarantee eligibility for road funding in the current fiscal year. A local unit of government may comply with the Act by adopting any one of the following options:

1. Adopt a limitation on flat dollar amounts of employee medical costs by establishing the hard dollar caps set forth by the Michigan Department of Treasury for single coverage, 2-person coverage, and family coverage.
2. Adopt a limitation on a percentage of the total annual medical costs by establishing a maximum employer contribution of 80%.
3. Opt-out by exempting itself from the requirements of the Act by 2/3 vote of the governing body.

Since 2012, the City has elected to exempt itself from the requirements of the Act as its compliance alternative. This has been due to employee concessions in health care, which were initiated several years ago with increased cost sharing on the part of employees through increasing deductibles, co-insurance and co-pays. This has continued, and is continuing, with the objective of managing health care costs.

LEGAL REVIEW: The City Attorney has no objection to the suggested commission action.

FISCAL IMPACT:

No fiscal impact is anticipated at this time as the City has elected this exemption since 2012.

PUBLIC COMMUNICATION:

No public hearings or legal notifications are required beyond a two-thirds majority vote of the City Commission at a public meeting.

SUMMARY:

The Human Resources Department recommends a continuation of the current strategy with the City certifying compliance with Public Act 152 by selecting the exemption alternative for the 2022 year, via MDOT Form 2068.

ATTACHMENTS:

- MDOT Form 2068 Annual Certification of Employee-related Conditions

SUGGESTED COMMISSION ACTION:

Make a motion to authorize the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, to direct the Assistant City Engineer and Finance Director to sign and submit the required form to MDOT.

**PUBLIC ACT 51, SECTION 18j, MCL 247.668j
Annual Certification of Employee-related
Conditions**

CERTIFICATION YEAR _____

CITY OR VILLAGE NAME _____

Beginning September 30, 2015, and annually each September 30 thereafter, certification must be made for compliance to Section 18j(1) of Public Act 51 of 1951, MCL 247.668j(1). A local road agency must certify that it has (a) developed an employee compensation plan for its employees as described OR (b) the local road agency must certify that medical benefits are offered to its employees or elected public officials in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, or, that it does not offer medical benefits to its employees or elected public officials.

Compliance with(1)(a)
I certify compliance with MCL 247.668j(1)(a).
Our compensation plan for employees meets the minimum criteria of MCL 247.668j (a)(i - iv).

Compliance with (1)(b)
I certify compliance with MCL 247.668J(1)(b), and as such, offer one of the following:

I certify that medical benefits are offered to employees or elected public officials in compliance with the publically funded health insurance contribution act, 2011 PA 152; **or**

I certify that the local road agency has exempted itself from the publically funded health insurance contribution act, 2011 PA 152; **or**

I certify that medical benefits are not offered to employees or elected public officials.

Non-compliance with (1)(a) or (1)(b)
I certify that we are not in compliance with MCL 247.668j(1).
I understand that failure to comply with certification of (a) or (b) of MCL 247.668j(1) may result in the withholding of all or part of the distributions made to this local road agency from the Michigan Transportation Fund.

This form must be signed by the Street Administrator and the Treasurer or Financial Director.

SIGNATURE		SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE	DATE	TITLE	DATE

Due Each September 30

Return the completed form to:

Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909, **OR**

E-mail to: MDOT-Outreach@Michigan.gov, **OR**

Fax to: (517) 335-1828



MEMORANDUM

Baldwin Public Library

DATE: September 14, 2022

TO: Thomas M. Markus, City Manager

FROM: Rebekah Craft, Library Director

SUBJECT: RFP for Construction Management Services for the Phase 3 Expansion and Renovation of the Front Entrance and Circulation Area of the Baldwin Public Library

INTRODUCTION:

Since 2016, the Baldwin Public Library has been executing a three-phase plan to make improvements to the Library building. The final phase of improvements includes an expansion and renovation of the front entrance and circulation area. As part of the construction process, the Library would like to hire a company for construction management services for the final phase of construction, to begin in July 2024.

BACKGROUND:

In July 2021, Merritt Cieslak Design (MCD) was hired to create conceptual and schematic designs to expand and renovate the front entrance and circulation area of the Library. Their designs were presented to the City Commission at the long-range planning meeting on January 22, 2022.

MCD recommends using a Construction Manager (CM) for the project construction to help keep project costs within the set budget, to find the best subcontractor for each task, and to benefit from the Construction Manager's expertise of the best construction methods to keep costs within the set budget.

In the selection process for the CM, the CM is given the project budget (a.k.a. the total amount not to exceed) and provides a fixed fee for their services. This helps to guarantee that the project itself comes in at or below the budget set by the Owner. Actual costs are accumulated competitively and visibly, and when the project is complete, the Owner pays only those costs plus the construction manager's fee. This fee will not change if a project goes over the projected cost or finishes early, unless the CM receives prior authorization from the Owner. All financial aspects of the project are handled in an "open book" manner so that the team (including Owner, Architect, and Contractor (OCA)) are all aware of how the money is being spent and when.

At its August 15, 2022 regular meeting, the Baldwin Public Library Board of Directors approved the issuance of a Request for Proposals (RFP) for construction management services for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library. Below is the relevant excerpt from the draft minutes of the meeting:

Motion: Motion to approve the issuance of a Request for Proposals (RFP) for construction management services for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library conditioned on review and approval by the City Commission.

1st Suhay

2nd Mark

Yeas: Mark, Pisano, Rock, Rumble, Suhay, Wheeler

Nays: None.

Absent and excused: None.

The motion was approved unanimously.

LEGAL REVIEW:

The City Attorney has reviewed the proposed RFP and has no concerns as to the form and content.

FISCAL IMPACT:

Based on project cost estimates, the construction manager fees are expected to cost around \$104,000. The construction manager fees have been included in the Library's Phase 3 project budget and will be paid using the Baldwin Public Library's existing voter-approved millage.

SUMMARY:

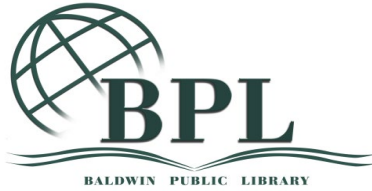
The Library Board respectfully requests that the Birmingham City Commission consider and approve the issuance of the proposed RFP to purchase construction management services for the Phase 3 expansion and renovation.

ATTACHMENTS:

- Proposed REQUEST FOR PROPOSALS for Construction Management Services for the Expansion and Renovation of Front Entrance and Circulation Area of Baldwin Public Library (101 pages)

SUGGESTED COMMISSION ACTION:

Make a motion authorizing the issuance of the Request for Proposals, as recommended by the Library Board, for construction management services for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, with the necessary funds to be paid by the Library.



REQUEST FOR PROPOSALS
For Construction Management Services for the Expansion and Renovation of
Front Entrance and Circulation Area of Baldwin Public Library

Sealed proposals endorsed **“CONSTRUCTION MANAGEMENT SERVICES FOR THE EXPANSION AND RENOVATION OF THE FRONT ENTRANCE AND CIRCULATION AREA OF THE BALDWIN PUBLIC LIBRARY”**, will be received at the Administrative Office of the Baldwin Public Library, 300 West Merrill Street, Birmingham, Michigan, 48009; until 3:00 p.m. on Wednesday, October 19, 2022, after which time bids will be publicly opened and read.

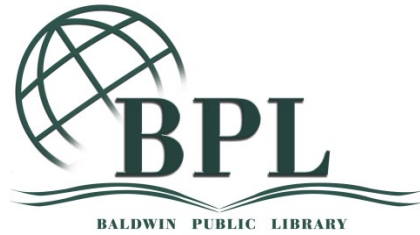
Bidders will be required to attend a mandatory pre-bid meeting on Wednesday, September 28, 2022, at 2:00 p.m. at the Baldwin Public Library. Bidders must register for the pre-bid meeting by 4:00 on Tuesday, September 27, 2022, by contacting Associate Director Jaclyn Miller at Jaclyn.miller@baldwinlib.org.

The Baldwin Public Library, in conjunction with the City of Birmingham, Michigan, is accepting sealed bid proposals from qualified professional firms to carry out **Construction Management services in accordance with AIA documents A133-2019 “Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” and A201-2019 “General Conditions of the Contract for Construction.”** This work must be performed as specified in accordance with the specifications contained in this Request for Proposals (RFP).

The RFP, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the Baldwin Public Library, 300 West Merrill St., Birmingham, Michigan, ATTENTION: Jaclyn Miller, Associate Director.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	September 20, 2022
Mandatory Pre-Bid Meeting:	September 28, 2022
Deadline for Submissions:	3:00 p.m. on Wednesday, October 19, 2022
Contact Person:	Jaclyn Miller, Associate Director
	300 W Merrill St.
	Birmingham, MI 48009
	Phone: 248.554.4682
	Email: jaclyn.miller@baldwinlib.org



REQUEST FOR PROPOSALS
For Construction Management Services for the Expansion and Renovation of the
Front Entry and Circulation Area of the Baldwin Public Library

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MANDATORY PREBID MEETING 3

INVITATION TO SUBMIT A PROPOSAL 4

INSTRUCTIONS TO BIDDERS 5

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TERMS AND CONDITIONS 5

CONSTRUCTION MANAGER’S RESPONSIBILITIES..... 6

CLIENT RESPONSIBILITIES 7

SETTLEMENT OF DISPUTES 7

INSURANCE..... 7

CONTINUATION OF COVERAGE 7

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INDEMNIFICATION..... 8

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ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM... 100

ATTACHMENT G - LINK TO DD PLANS DATED AUGUST 1, 2022..... 101

INTRODUCTION

For purposes of this request for proposals the City of Birmingham, Michigan (hereby known as “City”) and the Baldwin Public Library (hereby known as “Library”) will be referred to as “Client” and the private firm will hereby be referred to as “Contractor.”

The Client is accepting sealed bid proposals from qualified professional firms to provide construction management services for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, based on the 100% Design Development drawings by Merritt Cieslak Design, PLC dated August 1, 2022, included as Attachment G herein. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the Client reserves the right, where it may serve the Client’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Client, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a firm will be completed by November 29, 2022. The selected Construction Manager will be required to enter into contract with the Client using AIA 133-2019 and A201-2017. Contract services will commence upon execution of the contract by the Client.

The total cost of the project is estimated to be \$3,526,316 based on a January, 2022 construction estimate, provided by Frank Rewold and Sons, of the Schematic Design Drawings by Merritt Cieslak Design.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide construction management services for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, based on the 100% Design Development drawings from Merritt Cieslak Design, PLC dated August 1, 2022, and included as Attachment G herein.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the location and access to the project location to make inquiries about the RFP. The pre-bid meeting is scheduled for Wednesday, September 28, 2022, at 2:00 p.m. at the Baldwin Public Library.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Wednesday, October 19, 2022 to:

Baldwin Public Library
Attn: Jaclyn Miller
300 W. Merrill St.
Birmingham, Michigan 48009

Jaclyn.miller@baldwinlib.org

One (1) print and one (1) electronic copy (USB/thumb drive), in PDF format, of the proposal shall be submitted. The print copy of the proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“CONSTRUCTION MANAGEMENT SERVICES FOR THE EXPANSION AND RENOVATION OF THE FRONT ENTRANCE AND CIRCULATION AREA OF THE BALDWIN PUBLIC LIBRARY.”** Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein. If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in print or by email and delivered to: Jaclyn Miller, Associate Director at 300 West Merrill Street, Birmingham, Michigan 48009 or at Jaclyn.miller@baldwinlib.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Any request will be reviewed by the Client, and all questions and responses will be shared with all bidders who signed in at the Pre-Bid Meeting.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the Client to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. The Baldwin Public Library is a sub-unit of the City of Birmingham, a tax-exempt municipal government located in Oakland County. Do not include such taxes in the proposal figure. The Client will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, and telephone number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City and Library should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Experience and qualifications of the proposed team members who will be assigned to the Project.
2. Experience and demonstrated ability in the construction of libraries and similar public projects.
3. Demonstrated understanding of the expectations of Birmingham and/or similar communities that place high value on aesthetics of public spaces, as well as an understanding of the importance of the Library as part of Birmingham's civic center.
4. Construction Management Fees and General Conditions
5. Demonstrated performance in execution of projects on time and within budget.
6. Quality and completeness of proposal.

TERMS AND CONDITIONS

1. The Client reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The Client reserves the right to award the contract to the next most qualified Construction Manager if the successful Construction Manager does not execute a contract within ten (10) business days after the award of the proposal.

2. The Client reserves the right to request clarification of information submitted and to request additional information of one or more Construction Managers.
3. The Client reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The Client may terminate this Agreement at any point in the process upon notice to the Construction Manager sufficient to indicate the Client's desire to do so. In the case of such a stoppage, the Client agrees to pay the Construction Manager for services rendered to the time of notice.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Construction Manager and shall not be chargeable in any manner to the Client.
6. Payment will be made within thirty (30) days after a pay application (AIA G702 GMP-2021) has been accepted by the Client. Acceptance by the Client is defined as authorization by the designated Client representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Pay applications are to be rendered each month following the date of execution of an Agreement with the Client.
7. The Construction Manager will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract AIA A133-2019 and A201-2017.

CONSTRUCTION MANAGER'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. All completed and signed forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment D)
 - b. Cost Proposal (Attachment E)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment F)
 - d. Agreement (Attachment A - **only if selected by the Client**).
 - e. AIA Document A133-2019 Agreement (Attachment B – **only if selected by the Client**)
 - f. AIA Document A201-2017 Agreement (Attachment C – **only if selected by the Client**)

2. Provide a description of completed projects (including library projects) that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project, as well as all others associated with the firm that are assigned to the project and include names, titles, phone numbers, email addresses and assigned role for the project.
4. Any changes in the staff members assigned to the project (principals, staff and/or others) shall be communicated to the Client in writing within two (2) business days.
5. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.
6. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach.

CLIENT RESPONSIBILITIES

1. The Client will provide a designated representative to work with the Construction Manager to coordinate both the Client and the Construction Manager's efforts and to review any work performed by the Construction Manager. During the creation of construction document phase, the lead agency will be the Library, and during the bidding and construction administration phase, the lead agency will be the City.
2. The Library will provide access to the building during regular business hours.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Architect also agrees to provide all insurance coverages as specified. Upon failure of the Architect to obtain or maintain such insurance coverage for the term of the

agreement, the City and Library may, at their option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the Client shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverage as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the Client until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract AIA A133-2019 (Attachment B) and A201-2017 (Attachment C).

INDEMNIFICATION

The successful bidder agrees to indemnify the City and the Library and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Architect that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

1. Mandatory pre-bid meeting will be held at the Library on Wednesday, September 28, 2022, at 2:00 p.m.
2. Proposals will be submitted by 3:00 p.m. on Wednesday, October 19, 2022
3. The Library Board will recommend the successful candidate to the Birmingham City Commission, which will make the final decision to execute an agreement at its regularly scheduled meeting on November 28, 2022.
4. Architect will have the Construction Documents completed by October 31, 2022.
5. The Construction Manager will update the construction estimate based on the completed Construction Documents by November 21, 2022.
6. The Bidding and Construction phases will occur only after funding for the Project has been confirmed. The project is anticipated to begin in July of 2023 and to be completed in early 2024.

The Construction Manager will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Construction Manager shall perform the following services in accordance with the requirements as defined herein.

Overview

The Baldwin Public Library—located at 300 West Merrill in downtown Birmingham—was built in 1927, with major additions completed in 1960, 1982, and 2020. The original building was designed by Marcus Burrowes; the 1960 addition was designed by Linn Smith; and the 1982 building was designed by Gunnar Birkerts. The 2020 addition was designed by Luckenbach Ziegelman Gardner Architects.

The main purpose of this RFP is to secure construction management services for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, based on the Construction Documents provided by Merritt Cieslak Design. That design is detailed in Attachment G.

Services Provided

The Construction Manager shall provide services as outlined in AIA A133-2019 (Attachment B) and A201-2017 (Attachment C) including, but not limited to the following:

Pre-Construction

1. Budget Confirmation - Assist the Library and Architect in confirming that its budget is adequate for the construction of the project in accordance with the Architect's plans.
2. Value Engineering – Assist the Library and Architect in identifying opportunities for cost savings while maintaining the integrity and intent of the design.
3. Develop a project phasing plan and construction timeline and submit those to the Library. The Library wishes to remain open during regular business hours for the duration of the project.
4. Prepare a graphic site plan and narrative illustrating staging, materials storage, and temporary public library access for all phases of construction.

Bidding

The Construction Manager, following the approval of the latest cost estimate of construction cost, shall obtain bids and shall assist in the bidding process by:

1. Preparing bid scopes that specify all services and materials that will be required by the sub-contractors, for a complete project.
2. Soliciting bids from at least three (3) sub-contractors for each trade or as required to provide all necessary materials and labor for a complete project.
3. Conduct a mandatory pre-bid meeting with bidders for construction.
4. Prepare responses to questions from the prospective bidders and providing clarifications and interpretations of the Construction Documents to all prospective bidders.
5. Assist in the evaluation of bids and make a recommendation to the Client for the selection of sub-contractors.

Construction

1. Schedule and conduct regular on-site meetings with the Client and Architect to discuss status of the project.
2. Provide a submittal schedule for the Architect.
3. Provide and maintain an up-to-date construction schedule.
4. Provide and maintain an up-to-date cost control spreadsheet.
5. Execute the construction of the project in accordance with the Construction Documents and Specifications and AIA Documents A133-2019 and A201-201

ATTACHMENT A

AGREEMENT
**For Construction Management Services for the Expansion and Renovation of
Front Entrance and Circulation Area of Baldwin Public Library**

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____(name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, (hereafter referred to as Construction Manager) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City of Birmingham, in conjunction with the Baldwin Public Library desires having a construction management company to coordinate the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, based on the design development drawings dated August 1, 2022, and in connection therewith has requested proposals for the Construction Management Services for the Expansion and Renovation of the Front Entrance and Circulation Area of Baldwin Public Library; and

WHEREAS, Construction Manager has qualifications that meet the project requirements and has provided a response and cost proposal to perform construction management for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform construction management for the expansion and renovation of the Front Entrance and Circulation Area of the Baldwin Public Library, based on the approved design development drawings dated August 1, 2022, and the Construction Manager's cost proposal dated _____, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a term of two (2) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Construction Manager shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the materials prepared by the Construction Manager through such date.

3. **TERMS OF PAYMENT:** The Construction Manager will invoice monthly for

all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Construction Manager shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Construction Manager has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Construction Manager throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Construction Manager acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Construction Manager acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Construction Manager recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Construction Manager agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Construction Manager shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Construction Manager further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT Construction Manager: The Construction Manager and the City agree that Construction Manager is acting as an independent contractor with respect to the Construction Manager's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Construction Manager nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or

implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor Construction Manager shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Construction Manager shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Construction Manager agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Construction Manager is subject, Construction Manager hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Construction Manager, either by offset to any amounts due and owing Construction Manager for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Construction Manager agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Construction Manager and any entity or person for whom the Construction Manager is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Construction Manager including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as

liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The Construction Manager shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Construction Manager shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Construction Manager shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Construction Manager shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Construction Manager Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Construction Manager will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Construction Manager shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Construction Manager shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 4) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Construction Manager to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Rebekah Craft, Library Director

Construction Manager:

Attn: _____

13. COVID: The Construction Manager shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, any Construction Manager's staff who will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Construction Manager staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Construction Manager is unable to comply, this violation of safety protocols will constitute a breach of contract by the Construction Manager.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Construction Manager agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Construction Manager shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Construction Manager, the City shall have the right to terminate this Agreement without further liability to the Construction Manager if the disqualification has not been removed within thirty (30) days after the City has given the Construction Manager notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or

partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Construction Manager fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Construction Manager shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____(attached hereto as Attachment "D"). In the event of a conflict in any of the terms of this Agreement and the Construction Manager _____ (date of response) response, the terms of this Agreement shall prevail.

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Construction Manager, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Construction Manager

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20__, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

Rebekah Craft, Library Director
(Approved as to substance)

Mary M. Kucharek, City
Attorney
(Approved as to form)

Mark A. Gerber, Finance Director
(Approved as to Financial
Obligation)

ATTACHMENT B – AIA DOCUMENT A133-2019 AGREEMENT

For Construction Management Services for the Expansion and Renovation of the Front Entry and Circulation Area of the Baldwin Public Library

The Construction Manager is expected to enter into agreement with the City of Birmingham using AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.



AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the _____ day of _____ in the _____ year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
City of Birmingham
151 Martin Street
Birmingham, MI 48009

and the Construction Manager:
(Name, legal status, address, and other information)
TBD
TBD
TBD

for the following Project:
(Name, location, and detailed description)
Baldwin Public Library - Phase 3 Expansion and Renovation
Baldwin Public Library

The Architect:
(Name, legal status, address, and other information)
Merritt Cieslak Design, PLC
33610 Grand River Avenue
Farmington, MI 48335

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

5E

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New plaza and entry addition and interior renovations as shown in the Merritt Cieslak Design, PLC, Design Development drawing set dated August 1, 2022.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The addition is approximately 1,920 SF of new space on the south side of the building. The interior renovations are approximately 3,140 SF of space primarily on the Main level of the library. The new plaza is approximately 3,580 SF. A geotechnical report is available. Site boundaries, legal description, and topography are shown in the drawings.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The total cost of the project is estimated to be \$3,526,316 based on a January, 2022 construction estimate, provided by Frank Rewold and Sons, of the Schematic Design Drawings by Merritt Cieslak Design, PLC.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Design Development Completion August 1, 2022.

- .2 Construction commencement date:
Spring 2023

- .3 Substantial Completion date or dates:
Spring 2024

- .4 Other milestone dates:
TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

The library will remain open to the public during construction and temporary, ADA-compliant, public access will be provided by the contractor at the existing north entrance into the Children's Area.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Rebekah Craft, Library Director
Baldwin Public Library
300 West Merrill Street
Birmingham, MI 48009
ph: 248-554-4681

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Steven Schneemann, Principal
Merritt Cieslak Design, PLC
33610 Grand River Avenue
Farmington, MI 48335
ph: 248-374-0001

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
Testing Engineers and Consultants
1343 Rochester Road
Troy, MI 48083
Attn: Carey Suhan

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Steven Schneemann, Principal
Merritt Cieslak Design, PLC
33610 Grand River Avenue
Farmington, MI 48335
ph: 248-374-0001

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)
TBD

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)
Project manager and full-time onsite superintendent.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)
Obtain bids from at least three subcontractors for each trade. Perform a value analysis of all bids to make a recommendation of subcontractors to the Library Board.

§ 1.1.15 Other Initial Information on which this Agreement is based:
The Request for Proposal will be attached and included in this agreement.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and

supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and

coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

The Construction Manager (CM) shall provide an update to the Frank Rewold & Sons estimate using the Construction Documents provided by Merritt Cieslak Design, PLC. As required to bring the project within budget, the CM shall provide value engineering analysis and suggestions for the Owner and Architect.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

TBD

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

TBD

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

TBD

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed

percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

TBD

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including

the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (_____) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten (10%) Percent.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)



Arbitration pursuant to Article 15 of AIA Document A201–2017

Init.

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

TBD

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
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§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between

Init.

Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Request for Proposal			

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)
Construction Documents dated October 31, 2022 by Merritt Cieslak Design, PLC.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Init.

 **AIA**® Document A133™ – 2019 Exhibit A
Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the _____ day of _____ in the year _____ (the “Agreement”) *(In words, indicate day, month, and year.)*

for the following PROJECT:
(Name and location or address)
Baldwin Public Library - Phase 3 Expansion and Renovation
Baldwin Public Library

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

THE OWNER:
(Name, legal status, and address)
City of Birmingham
151 Martin Street
Birmingham, MI 48009

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)
TBD
TBD
TBD

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

In it.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

(\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than _____ () calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:

Init.

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

In it.

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AIA[®] Document A133[™] – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the _____ day of _____ in the year _____

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Baldwin Public Library - Phase 3 Expansion and Renovation

Baldwin Public Library

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

THE OWNER:

(Name, legal status, and address)

City of Birmingham

151 Martin Street

Birmingham, MI 48009

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

TBD

TBD

TBD

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

Init.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ B.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ B.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

§ B.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

Init.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

§ B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

ATTACHMENT C – AIA DOCUMENT A201-2017 AGREEMENT

**For Construction Management Services for the Expansion and Renovation of the
Front Entry and Circulation Area of the Baldwin Public Library**

The Construction Manager is expected to enter into agreement with the City of Birmingham using AIA Document A201-2019 “General Conditions of the Contract for Construction.”

 **AIA**® Document A201® – 2017
General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Baldwin Public Library - Phase 3 Expansion and Renovation
Baldwin Public Library

THE OWNER:

(Name, legal status and address)

City of Birmingham
151 Martin Street
Birmingham, MI 48009

THE ARCHITECT:

(Name, legal status and address)

Merritt Cieslak Design, PLC
33610 Grand River Avenue
Farmington, MI 48335

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 3 CONTRACTOR
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

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such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

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equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or

(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by

an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

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Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand

Init.

for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

ATTACHMENT D - BIDDER'S AGREEMENT

**For Construction Management Services for the Expansion and Renovation of
Front Entry and Circulation Area of Baldwin Public Library**

In submitting this proposal, as herein described, the Construction Manager agrees that:

1. They have carefully examined the drawings and specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the items and services in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

**PREPARED BY
(Print Name)**

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT E - COST PROPOSAL

For Construction Management Services for the Expansion and Renovation of Front Entry and Circulation Area of Baldwin Public Library

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work shall be itemized by a dollar amount based on the Phases and elements included in this Request for Proposal as follows:

COST PROPOSAL	
ITEM	BID AMOUNT
Construction Management Fee	\$
General Conditions/Staffing*	\$
TOTAL BID AMOUNT	\$

* A line-item breakdown of General Conditions and staffing costs may be included with the proposal

____ (initial) The Construction Manager is expected to enter into agreement with the City of Birmingham using AIA Document A133-2019 “Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price” and A201-2019 “General Conditions of the Contract for Construction.”

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Construction Management Services for the Expansion and Renovation of
Front Entry and Circulation Area of Baldwin Public Library

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the Library accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the Library.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT G – LINK TO DESIGN DEVELOPMENT PLANS
For Construction Management Services for the Expansion and Renovation of the
Front Entry and Circulation Area of the Baldwin Public Library

A full set of the Design Development plans and specifications by Merritt Cieslak Design, dated August 1, 2022, can be downloaded from the following link and may be used, copied, and distributed as required for purposes of responding to this RFP.

<https://drive.google.com/file/d/1ga5PGvB2vQ8PpoOwTrpTJBhalz2ec0fy/view?usp=sharing>



MEMORANDUM

Planning Division

DATE: September 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing to amend Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

INTRODUCTION:

Over the last several years, the City has been studying possible ordinance amendments to relax the City's window standards to promote energy efficiency while also achieving the goals of storefront activation that have helped make Birmingham a vibrant and walkable community.

BACKGROUND:

On November 13, 2019 ([Agenda](#) – [Minutes](#)), the Planning Board discussed the potential for ordinance amendments encompassing the Window Standards outlined in Article 3, Section 3.04(E) and Article 4, Section 4.90 of the Zoning Ordinance. The Planning Board directed City Staff to (1) research any possible differences in the Visual Light Transmittance (VLT) figures between different manufacturers and (2), research other cities to determine what VLT figures are used.

On January 8, 2020 ([Agenda](#) – [Minutes](#)), the Planning Board discussed the glazing ordinance amendments again, and expressed interest in hearing from additional professionals such as a mechanical engineer, a glass vendor or supplier, or a glass contractor or installer. At that time, the Planning Division was unable to find and secure any additional professionals or glass experts to add any new information to the conversation other than the professionals that were already involved up to that point.

On July 22, 2020 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed the proposed ordinance language alongside a glass professional from Guardian Glass, who offered expertise and clarity on the proposed amendments and what is available in the glass world, and what the effect is on energy codes. The Planning Board entertained ideas for including low iron glass to the definition and discussing other items such as shelving and merchandise in windows. Ultimately, the Planning Board directed City Staff to make a few minor changes including eliminating the bronze

requirement from Section 3.04 (E)(4), and adding low iron glass and no tint to the definition of clear glazing for final consideration before the public hearing.

On April 14, 2021 ([Agenda – Minutes](#)), the Planning Board moved to set a public hearing on May 12, 2021 to amend the glazing standards, which was rescheduled to June 9th, 2021 due to Eid al-Fitr.

On June 9, 2021 ([Agenda – Minutes](#)), the Planning Board moved to recommend approval to the City Commission amendments to Sections 3.04, 4.90 and 9.02 of the Zoning Ordinance to update the clarity requirements for storefront windows.

On July 26, 2021 ([Agenda – Minutes](#)), the City Commission held a public hearing to review the proposed ordinance amendments and ultimately took no action. Rather, the City Commission directed the Planning Board to re-review the proposed language to clarify whether the same or different standards would apply to the ground and upper floors of a building. In addition to the specific direction, there was discussion about window treatments and their effect on clear glazing.

On May 11, 2022 ([Agenda – Minutes](#)), the Planning Division provided amended language to reflect the comments made by the City Commission. In addition, the Planning Division revisited prior ordinance research into other communities for any precedent regarding window treatments.

On July 13, 2022 ([Agenda – Minutes](#)), the Planning Board moved to set a public hearing for the proposed ordinance amendments and requested that that Planning Division remove the direct language regarding window treatments and to instead add a purpose and intent statement at the beginning of the Window Standards section.

On August 10, 2022 ([Agenda – Minutes](#)), the Planning Board moved to recommend approval to the City Commission the amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the August 10, 2022 public hearing at the Planning Board. A second legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on October 24, 2022.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.04, SPECIFIC STANDARDS, TO ADJUST THE ARCHITECTURAL STANDARDS TO REFLECT REVISED CLEAR GLAZING REQUIREMENTS

Article 3, Section 3.04 – Specific Standards

- A. ...
- B. ...
- C. ...
- D. ...
- E. Architectural standards. All buildings shall be subject to the following physical requirements:
 - 1. ...
 - 2. ...
 - 3. ...
 - 4. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, ~~bronze~~, or powder-coated.
 - 5. Storefronts shall have mullion systems, with doorways and signage integrally designed. Mullion systems shall be painted, powder-coated, or stained.
 - 6. The glazed area of a facade above the first floor shall not exceed 35% of the total area, with each facade being calculated independently.
 - 7. Clear glazing is required on the ~~first floor~~ storefront/ground floor facade. ~~Lightly tinted glazing is permitted on upper floors only.~~ Windows shall not be blocked with opaque materials or the back of shelving units or signs.
 - 8. ...
 - 9. ...

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.09, COMMERCIAL/MIXED USE ARCHITECTURAL REQUIREMENTS, TO ADJUST THE WINDOW AND DOOR STANDARDS TO REFLECT REVISED CLEAR GLAZING REQUIREMENTS

Article 3, Section 3.09 – Commercial/Mixed Use Architectural Requirements

Mixed-use buildings that contain non-residential uses on the ground floor and residential in upper floors and all non-residential buildings shall meet the following architectural design requirements. It is not the intent of this section to regulate architectural style of buildings or limit creativity, but to ensure the necessary functional and design elements to create and foster a mixed-use, pedestrian-oriented environment are incorporated into all building designs. Buildings should respect the existing architectural style of the area while evolving a more “bold” approach towards contemporary design.

- A. ...
- B. Windows and Doors:
 - 1. Storefront/Ground Floor. Ground floors shall be designed with storefronts that have windows, doorways and signage, which are integrally designed and painted. No less than 70% of the storefront/ground floor façade between 1 and 8 feet above grade shall be clear glass panels and doorway. Glass areas on storefronts shall be clear glazing on the first floor. ~~Clear glazing or lightly tinted glazing is permitted on upper floors.~~ Mirrored glass is prohibited. Required window areas shall be either windows that allow views into retail space, working areas or lobbies, pedestrian entrances, or display windows set into the wall. Windows shall not be blocked with opaque materials or the back of shelving units or signs. The bottom of the window must be no more than 3 feet above the adjacent exterior grade.
 - 2. Entranceway. The front entranceway shall be inset 3 feet from the front building wall.
 - 3. Upper Stories. Openings above the first story shall be a maximum of 50% of the total façade area. Windows shall be vertical in proportion.
- C. ...

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.90, WINDOW STANDARDS, TO ELIMINATE LIGHTLY TINTED GLAZING

Article 4, Section 4.90 – Window Standards (WN)

A. Purpose and Intent: The purpose of this section is to encourage active and engaging storefronts and overall window design that is compatible with a building’s context and the desired character of the City.

~~A.~~ **B. Storefront Windows:** Ground floor facades shall be designed with storefronts that have windows, doorways and signage, which are integrally designed. The following standards apply:

1. No less than 70% of a storefront/ground floor façade between 1 and 8 feet above grade shall be clear glazing. **Mirrored glass is prohibited.**
- ~~2. Only clear glazing is permitted on storefront facades at the first floor. Lightly tinted glazing above the first floor may be permitted. Mirrored glass is prohibited.~~
- 2.** Required window areas shall be either pedestrian entrances, windows that allow views into retail space, working areas or lobbies. Display windows set into the wall may be approved by the Planning Board.
- 3.** Windows shall not be blocked with opaque materials or the back of shelving units or signs.
- 4.** The bottom of the window shall be no more than 3 feet above the adjacent exterior grade.

~~B.~~ **C. Ground floor building elevations:** Building elevations on the ground floor that do not face a frontage line but contain a public entrance shall be no less than 30% clear glazing between 1 and 8 feet above grade.

~~C.~~ **D.** Blank walls of longer than 20 feet on the ground floor façade shall not face a plaza, park, parking area or Public Street.

~~D.~~ **E. Upper Story Windows:** Openings above the first story shall be a maximum of 50% of the total façade area. **Upper story windows facing a frontage line shall be clear glazing.** Windows shall be vertical in proportion. **Mirrored glass is prohibited.**

~~E.~~ **F.** To allow flexibility in design, these standards may be modified by a majority vote of those appointed and serving on the appropriate reviewing body including the Planning

Board, Design Review Board, and/or Historic District Commission for architectural design considerations provided that the following conditions are met:

1. The subject property must be in a zoning district that allows mixed uses;
2. The scale, color, design and quality of materials must be consistent with the building and site on which it is located;
3. The proposed development must not adversely affect other uses and buildings in the neighborhood;
4. Glazing above the first story shall not exceed a maximum of 70% of the façade area;
5. Windows shall be vertical in proportion.

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO REDFINE CLEAR GLAZING, AND TO ELIMINATE LIGHTLY TINTED GLAZING

Article 9, Section 9.02 – Definitions

Clear Glazing: Glass and other transparent elements of building facades with **no tint**, a minimum visible light transmittance of ~~80%~~. **66% and a reflectivity of 15% or less.**

...

~~Lightly Tinted Glazing: Glass and other transparent elements of building facades with a minimum visible light transmittance of 70%.~~

ORDAINED this _____ day of _____, 2022 to become effective upon publication.

Therese Longe, Mayor

Alexandria Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: September 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing to amend Article 4, Sections 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

INTRODUCTION:

Article 4, Section 4.03 of the Zoning Ordinance outlines various dimensional requirements for accessory structures in the City. At present, there are no requirements listed for air conditioning units, which are considered an accessory structure.

At present, for someone seeking to replace an air conditioner that is located in their side yard, it is a lengthier process as opposed to someone who is replacing an air conditioner in the rear yard. They must either apply and wait for a determination from the Board of Zoning Appeals or move the lines and construct a new pad (or both if denied), which may mean additional contractors, time and cost.

BACKGROUND:

On April 13, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed proposed ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance that included more broad regulations that permitted all air conditioning units to be placed in the required side yard based on research into technological improvements and efficiency.

On June 8, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board reviewed revised language that focused on addressing only the specific urgent need to allow homeowners to replace air conditioning units in non-conforming locations.

On July 13, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board further refined the proposed ordinance language to provide more clarity and conciseness.

On August 10, 2022 ([Agenda](#) – [Minutes](#)), the Planning Board held a public hearing for the proposed ordinance amendments and moved to recommend approval to the City Commission.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the August 10, 2022 public hearing at the Planning Board. A second legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on October 24, 2022.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.03, ACCESSORY STRUCTURE STANDARDS, TO ADD LANGUAGE TO PERMIT AIR CONDITIONING UNITS IN THE SIDE YARD UNDER CERTAIN CONDITIONS.

Article 4, Section 4.03 – Accessory Structure Standards

This Accessory Structure Standards section applies to the following districts:



The following accessory structure standards apply:

- A. Front and Side Open Space Limitations: No accessory buildings or structures shall be erected in the required front open space or side open space, except as may otherwise be provided in this section.
- B. Rear Open Space Limitations: Accessory buildings or structures may occupy a portion of the rear open space. They shall be at least 3 feet from any lot line, except as otherwise provided in this Article. If a lot has frontage on 2 streets so that the rear lot line abuts the street, accessory buildings or structures shall be set back from the rear lot line the same distance required in each two-page layout in [Article 2](#), as a front setback for lots fronting on the street. An accessory building is not permitted closer to a principal building on an adjoining lot than the sum of the minimum required side setbacks as determined in Section [4.74\(C\)](#).
- C. Corner Lots: On corner lots where a rear open space abuts a front or side open space, accessory buildings or structures on a corner lot shall have a minimum setback of 5 feet from the rear lot line.
- D. Setback from Principal Building: An accessory building or a swimming pool shall not be closer than 10 feet to the principal building located on the same lot.
- E. Satellite Antennas: Satellite antennas are permitted only in the rear open space. They are prohibited on the roof of any principal building or accessory building. They are limited to a maximum of 15 feet in height above grade and a minimum of 3 feet from the rear and side lot lines.
- F. Basketball Apparatus: A basketball apparatus may be placed within the required front open space and side open space of a single-family residential lot and only in conformance with the following conditions:
 - 1. No more than 1 basketball backboard, either garage or pole-mounted, may be located in the required front or side open space.
 - 2. A single basketball backboard may be mounted directly on the garage.

3. A single, pole-mounted backboard may be located only within the one-third of the required front open space or side open space nearest the dwelling and contiguous to the driveway.
- G. **Maximum Building Height:** The maximum eave height on all accessory structures shall not exceed 12 feet. The maximum building heights for accessory structures are as follows:
1. Gable, hip, gambrel, barrel or shed roofs:
 - a. R1A, R1: 15.5 feet to midpoint
 - b. R2: 15 feet to midpoint
 - c. R3: 14.5 feet to midpoint
 - d. The roof line on gambrel and barrel roofs may not project more than 2 feet past an imaginary plane drawn from the eave to the highest point on the roof. The highest point on an accessory structure with a shed roof must face the interior of the lot on which it is located.
 2. Flat roofs:
 - a. R1A, R1: 12 feet
 - b. R2: 12 feet
 - c. R3: 12 feet
 3. Mansard roofs:
 - a. R1A, R1: 15.5 feet to deck line
 - b. R2: 15 feet to deck line
 - c. R3 14.5 feet to deck line
- H. **Area:** The maximum area of the first floor of any accessory structure or accessory structures in combination shall not exceed 10% of the lot area or 600 square feet in R1 and R1A, 550 square feet in R2, or 500 square feet in R3, whichever is less. Outdoor living area is prohibited above the first story on any accessory structure.
- I. **Proportionality Between Accessory Structures and Principal Structures:** The height of an accessory structure must be lower than the height of the principal structure on the same lot. The total area of habitable space in an accessory structure must not exceed 75% of the total area of habitable space in the principal structure on the same lot.
- J. **Dormers:** Dormers on accessory structures are limited to 50% or less of the width of the roof per elevation or a 10 foot interior dimension, whichever is greater. Dormers may not exceed the height of the roofline from which they are projecting. Dormers are not permitted on accessory structures with gambrel, barrel, flat or mansard roofs.
- K. **Windows:** On elevations adjacent to abutting property lines, a maximum of 8 square feet of glazing area is permitted per elevation on the second level of an accessory structure if located less than 6 feet above the floor of the second level of the accessory structure. Unlimited glazing is permitted if located at least 6 feet above the floor of the second level of the accessory structure.
- L. **Exterior Staircases:** Above grade exterior staircases are prohibited on accessory structures.
- M. **Air Conditioning Units:** **All new and existing air conditioning units shall not count against lot coverage calculations. Non-conforming air conditioning units located within required side yard setbacks may be continued, maintained and replaced provided:**
1. **The area occupied or devoted to such use is of similar size and location;**
 2. **The nonconforming unit(s) must be screened from street view and the abutting property by privacy fence, landscaping or landscape fence.**

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Parking Department

DATE: September 15, 2022
TO: Thomas M. Markus, City Manager
FROM: Aaron Ford
SUBJECT: Peabody Structure – Emergency Shoring & Column Repair Shoring Rental

INTRODUCTION:

Staff was notified on August 19, 2022 that there would be one last change order (#10) for a fourth month's rental of shoring at the Peabody Structure as part of the ongoing emergency shoring and column repair project. The original contract called for three months of shoring rental.

BACKGROUND:

Wiss, Janney, Elstner Associates (WJE), was hired to assess all five (5) parking structures. Per the final assessment report provided to City of Birmingham in April 2021, it was recommended that two (2) lower level columns in the southwest end of the Peabody Structure be investigated further during the 2021-2022 construction period (pg 12&13 of final Structural Assessment Report). On February 15, 2022, Pullman Contractors, who was awarded the contract for the 2021-2022 construction period, removed the brick veneer at the two (2) lower level columns for WJE to investigate. During WJE's investigation, they found the following issues with the two (2) columns in question.

Column 10A and 11A

The investigation exposed significant concrete cracking and distress within the two lower level columns.

- i. The embedded reinforcing steel did not exhibit surface corrosion at several of the exposed regions and, where present, the exposed surface corrosion was minor; therefore, the observed cracked conditions do not appear to be associated with corrosion-related deterioration.

- ii. The observed cracking is attributed to the lateral forces imparted by the beam post-tensioning tendons and the barrier cables, the apparent inadequate detailing of the reinforcing steel stirrups, and the lack of ductility and accommodation for movement in the short column (the portion of the lower level columns which extends between the relatively rigid retaining wall and beam-slab system above).
- iii. The brick veneer and concrete block infill at Column 11A did not exhibit evidence of previous replacement. Thus, the observed sealant beads over cracked concrete surfaces at Column 11A may be original to the garage construction.
- iv. Because the capacity of the columns has been significantly reduced due to the noted deterioration and potentially inadequate reinforcement detailing, immediate shoring and repairs were recommended at the two columns.

Shoring Footing

In early April (6-8th) WJE, Pullman, and Sunbelt (shoring rental company) realized that they had to revise their original shoring design due to issues with allowable soil pressures and as-built conditions (adjacent stair and HVAC line, etc.). It was determined that soil improvements or new footings for the lower level of column 10A shore tower was needed. WJE started the footing design at this time. Final shoring shop drawings were finalized on April 11th.

On April 11th, shoring materials were delivered to the project site. Pullman began installing the shoring on every level except the lower level of column 10A, as the new engineered footing needed to be installed beforehand.

May 4-5th WJE and Pullman finalized material approvals for new footing.

May 10-16th the footing concrete is poured and cured. WJE and Pullman begin column repair work.

The last of the shoring materials were shipped back to Sunbelt on August 10th. The total time from delivery on April 11th to being shipped out was four months.

Due to the soil issues and need to engineer special footing for the shoring, almost a month was lost engineering the footings. This delayed the actual column repair resulting in the need for a fourth month of shoring rental.

LEGAL REVIEW:

None

FISCAL IMPACT:

An agreement was executed on 4/11/22 and a purchase order (#:114104) was approved for Peabody's emergency shoring and column repair in the amount of \$184,900. The Emergency Shoring proposal provided by Pullman SST INC, with a second month's \$12,000 rental fee was \$71,150. Estimated repair cost for column 10A and 11A is

\$73,800.00. Additional column investigation was \$11,750. Additional brick veneer removal and replacement was \$12,000. The third month of shoring rental was an additional \$12,000. And the unbudgeted and fourth month's shoring rental was \$6,000. The change orders and amounts are shown below.

CO 05:	\$ 71,150 (emergency shoring with 2 nd month rental)
CO 06:	\$ 11,750 (additional column investigations)
CO 07:	\$ 12,000 (additional column brick replacement)
CO 08:	\$ 73,800 (columns enlargements – 10, 11 & 13)
CO 09:	\$ 12,000 (3 rd month rental of shoring)
CO 10:	\$ 6,000 (4 th month rental of shoring)

This last change order will bring the total cost of the project to \$186,700, pushing the project \$2,700 over budget.

PUBLIC COMMUNICATIONS:

None

SUMMARY

Unexpected engineering of footings for the ground floor shoring for column 10A at the Peabody structure caused a delay in Pullman's ability to start the actual column repair work. This delay resulted in a fourth month's rental of shoring, pushing the cost of the overall project over budget by \$2,700.

ATTACHMENTS:

1. Change Order #5 showing the fourth month's rental of shoring and final project costs.
2. Email support from WJE providing a timeline of events showing the need for an additional month of shoring rental
3. Shoring shipping confirmation – B&T Express, Inc.
4. Original memorandum seeking approval of Peabody Structure - Emergency Shoring, Additional Column Investigation and Repair

Suggested Commission Action:

Make a motion adopting a resolution confirming City Manager's authorization for the expenditure related to the rental of shoring at the Peabody Street Structure for a cost not to exceed \$6,000 to be charged to the Automobile Parking System Fund, Peabody Parking Structure Capital Outlay Building account #514.1.594.004-977.0000

PULLMAN

A Structural Group Company

Pullman SST, Inc.
 280 W Jefferson
 Trenton, MI 48183
 Tel: (734) 282-7760 Fax: (734) 282-3801

Sold To: CITY OF BIRMINGHAM
 151 MARTIN STREET
 BIRMINGHAM, MICHIGAN 48009

Shipped To: CHESTER STREET PARKING GARAGE

Series No.: 200
 Invoice No.: 612519-305
 Invoice Date: 07/30/22

Our Order No.: 612519
 Customer Order No.: CONTRACT

INVOICE NOTES

- ANY QUESTIONS REGARDING THIS INVOICE SHOULD BE DIRECTED TO JAMES TRAVNIK, PROJECT MANAGER
 Tel: (734) 282-7760 Fax: (734) 282-3801
 EMAIL: JTRAVNIK@PULLMAN-SERVICES.CO
- TAX ID: 22-3270937

TERMS: NET 30 DAYS

INVOICE: 612519-305	COMPLETED THIS PERIOD	COMPLETED TO DATE
PEABODY PARKING GARAGE -- EMERGENCY SHORING: \$ 71,150.00	\$ 13,645.00	\$ 71,150.00
ADDITIONAL COLUMN INVESTIGATION: \$ 11,750.00	\$ -	\$ 11,750.00
ADDITIONAL BRICK REPLACEEMNT IN COLUMNS: \$ 12,000.00	\$ -	\$ 12,000.00
COLUMN ENLARGEMENT FOR A10, A11 AND LEVEL 6: \$ 73,800.00	\$ -	\$ 73,800.00
ADDITIONAL MONTH SHORING RENTAL: 6/10/22 - 7/09/22 \$ 12,000.00	\$ -	\$ 12,000.00
ADDITIONAL MONTH SHORING RENTAL -- PRORATED: 7/10/22 - 8/09/22 \$ 12,000.00	\$ 6,000.00	\$ 6,000.00
WORK COMPLETED	\$ 19,645.00	\$ 186,700.00
INVOICE AMOUNT DUE	\$ 19,645.00	\$ 186,700.00
LESS: PREVIOUS INVOICE AMOUNT TO DATE		\$ (167,055.00)
AMOUNT DUE THIS INVOICE		\$ 19,645.00

Please Remit Your Payment Using One Of The Following Delivery Methods.	Regular Delivery	Overnight Delivery	ACH Wire Transfer
	Pullman SST, Inc. P.O. Box 780056 Philadelphia, PA 19178-0056	Pullman SST, Inc. Attn: Accounts Receivable 10150 Old Columbia Road Columbia, MD 21046 Tel: (410) 850-7000	Wells Fargo Bank, N.A San Francisco, CA 94104 Acct Name: Pullman SST, Inc Disbursement Account ABA: 121000248 Acct: 2000048996860 SWIFT: WFBIUS6S CHIPS UID ABA 0407

Peabody Street Emergency Column Repair Timeline

1 message

Rush, Sarah <srush@wje.com>
To: Aaron Ford <aford@bhamgov.org>

Mon, Aug 22, 2022 at 6:17 PM

Aaron,

As requested, here is an approximate timeline for the emergency column investigation and repairs at the Peabody Street parking structure. It got a little longer than I envisioned, but hopefully this helps to convey that multiple balls were in the air with regard to the emergency shoring repairs to help them to be completed as fast as possible. The yellow highlighted items are most pertinent related to schedule inefficiencies; although please note that these conditions were unexpected and some inefficiencies are to be anticipated, especially during the peak months of construction season. Please let me know if you have any questions.

- February 21: Level 1 shoring installed to permit WJE's investigation of lower level columns per base bid scope.
- February 22: WJE recommends installing emergency shoring at all levels of the garage at Columns 10A and 11A and barricading all parking stalls tributary to the two columns. WJE determines shoring loads for Pullman's shoring contractor to use in their design.
- February 23: Project team meets onsite.
- February 28: Pullman submits quote to install shoring and begins working with their shoring designer.
- March 1: WJE submits formal report (Site Visit Report #7), WJE recommends additional distress locations be investigated to determine their severity and to determine if additional repairs are needed.
- March 2: City authorizes proceeding with emergency shoring repairs via email.
- March 3: Pullman submits quote for assisting with additional investigation openings. Scope is approved by the City.
- March 9: Pullman completes additional investigation openings, WJE visits site to review existing conditions, WJE verbally recommends repairs to Column 13E. WJE begins conceptual repair design for the Columns 10A, 11A, and 13E based on the understanding that repairs are desired to be completed once the emergency shoring is installed.
- March 11: Project team estimates 3 months of shoring will be needed to conduct the repairs for the City's budgetary estimates.
- March 14 – March 23: Pullman and their shoring contractor, Sunbelt, work on initial draft of shoring design.
- March 23: Pullman/Sunbelt issues first draft of shoring design to WJE, WJE submits redlines and revisions back to contractor based on as-built conditions and dimensions.
- March 24: Pullman begins rebuilding masonry at additional investigation locations.
- March 28: WJE/City representatives coordinate relocation of fire sprinkler line.
- April 4: WJE submits 75% complete "For Budgetary Pricing" repair drawing set, WJE submits formal report documenting findings of additional investigation (Site Visit Report #8) which formally recommends repairs to Column 13E. Pullman submits budgetary quote via email for emergency repair scope - \$75,000 for Columns 10A and 11A and \$6,000 for Columns 13E (\$81,000 total). City representatives present to the commission for contract approval.
- April 6-8: WJE/Pullman/Sunbelt revising shoring design due to issues with allowable soil pressures and as-built conditions (adjacent stair and HVAC line, etc). WJE/Sunbelt determine that soil improvements or a new footing for the shore tower is needed. WJE begins footing design.
- April 11: WJE approves final/formal shoring shop drawings.
- April 12 – April 29: Shoring materials delivered to project site, Pullman begins installing them on every level except the Lower Level of Column 10A as the new footing needs to go in beforehand. Pullman completes shoring install, including HVAC relocation and grout pads at base of Column 10A posts.
- May 4: WJE/Pullman finalize material approvals for the new footing.
- May 5: WJE issues footing repair details based on final design.
- May 10-16: Footing concrete is poured and cured. WJE/Pullman finalize material approvals for Column 10A and 11A concrete, waterproofing, and masonry repairs. WJE permits final Column 10A shore post to be installed on top of new footing and cutting of the existing vehicle barrier cables.

- May 16-May 19: WJE investigates extent and cause of distress now that shoring is in place. Pullman assist with additional concrete demolition and surface prep.
- May 19-May 27: WJE finalizes structural analysis and design for concrete repairs and works on a design-build basis with Pullman to complete concrete-related repair scope.
- May 27 - June 3: Column concrete is poured and cured.
- June 6: WJE authorized Pullman to strip forms at Column 10A and 11A concrete repairs. Pullman completes work at Park Street and Chester Street garages.
- June 13: Pullman temporarily demobilizes from the project site, awaiting WJE's finalized repair drawings.
- June 23: WJE's 100% complete repair drawings are issued for formal record. WJE authorized demobilization of the shoring assembly at Column 10A and 11A. Pullman reviews repair drawings and works to re-mobilize to the site.
- July 1: Pullman submits formal quote for Column 10A, 11A, and 13E repairs at \$73,800.
- July 5-6: Pullman remobilizes to site.
- July 14: Majority of shoring shipped off-site, except for 4 posts at Column 13E. Note rental rate is monthly and shipping durations (2-3 days) are included in the total rental time.
- August 11: Final 4 shore posts shipped off-site.

Kind Regards,

Sarah V. Rush, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025

tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532

www.wje.com

srush@wje.com

B & T EXPRESS, INC.

ASSIGNED AND PAYABLE ONLY TO:
 LOVE'S SOLUTIONS, LLC
 PO BOX 96-0479
 OKLAHOMA CITY, OK 73196-0479

NUMBER WHEN REMITTING

PRO. NO. IRW02508A

Shipper: SUNBELT RENTALS
 600 Industry Way
 Heidelberg, PA 15106

SUNHEI

Consignee: PULLMAN SST INC
 222 Peabody St
 Birmingham, MI 48009

PULBIR

Bill To: SUNBELT RENTALS, INC
 *****email*****
 Po Box 8001
 Sterling Heights, MI 48311-800

SUNSTE01

Delivery

DATE BILLED	DATE SHIPPED	TRACTOR	TRAILER	DRIVER	TL/BROKER	REFERENCE #
DESCRIPTION	Bill of Lading	COUNT (COIL)	WEIGHT (LBS)	BILLING QUANTITY	RATE	CHARGES
4/12/2022	4/11/2022	UNKNOWN	UNKNOWN	UNKNOWN		
Birmingham, Mi Building Materials			26019			
Freight (flat)					1 FLT	
O-D/Routed	306/306					

Payable in US Funds **Total** [REDACTED]

Remarks:

Remit To: LOVE'S SOLUTIONS, LLC
 PO BOX 96-0479
 OKLAHOMA CITY, OK 73196-0479

Any objection to this invoice
 must be reported to
 Love's Solutions, LLC
 at 405-483-8888 or
 LovesFinBilling@loves.com

First P/U

Madison Shoaf

From: Corinne See <corinneuslogistics@gmail.com>
Sent: Thursday, July 14, 2022 9:06 AM
To: Madison Shoaf
Subject: Re: Need confirmation email

This message was sent from a sender outside of Sunbelt Rentals.

Tue	Birmingham, MI	Wed	Heidelberg, PA	307	Sunbelt	908428
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Thanks,

Corinne See
US Logistics
404-213-4037

5H



On Thu, Jul 14, 2022 at 9:01 AM Madison Shoaf <MADISON.SHOAF@sunbeltrentals.com> wrote:

Hey I am missing Birmingham MI price and load number

Madison Shoaf

Equipment Rental Specialist PC 1101
Sunbelt Rentals | Shoring Solutions
600 Industry Way, Heidelberg PA 15106

B & T EXPRESS, INC.

2nd
P/U


ASSIGNED AND PAYABLE ONLY TO:
LOVE'S SOLUTIONS, LLC
PO BOX 96-0479
OKLAHOMA CITY, OK 73196-0479

NUMBER WHEN REMITTING

PRO. NO. IRW03610A

Shipper: UNKNOWN Consignee: SUNBELT RENTALS SUNHEI
Birmingham, MI 48009 600 Industry Way
Heidelberg, PA 15106

Bill To: SUNBELT RENTALS, INC SUNSTE01
*****email*****
Po Box 8001
Sterling Heights, MI 48311-800

DATE BILLED	DATE SHIPPED	TRACTOR	TRAILER	DRIVER	TL/BROKER	REFERENCE #
8/11/2022	8/10/2022	UNKNOWN	UNKNOWN	UNKNOWN		19951154
DESCRIPTION	Bill of Lading	COUNT (COIL)	WEIGHT (LBS)	BILLING QUANTITY	RATE	CHARGES
Sunbelt Rentals, Heidelberg, Pa Building Materials			4341			
Freight (flat)				1 FLT	1,250.00 FLT	
O-D/Routed	306 / 306					Payable in US Funds Total: 

Remarks:

Remit To: LOVE'S SOLUTIONS, LLC
PO BOX 96-0479
OKLAHOMA CITY, OK 73196-0479

Any objection to this invoice
must be reported to
Love's Solutions, LLC
at 405-463-8888 or
LovesFinBilling@loves.com

DATE: April 5, 2022

TO: Thomas M. Markus, City Manager

FROM: Ryan Weingartz, Parking System Manager

SUBJECT: Peabody Street Parking Structure – Emergency Shoring, Additional Column Investigation and Repair

INTRODUCTION:

Staff was notified on February 15, 2022 that during the ongoing structural repair project at the Peabody Structure, two (2) lower level support columns were found to have significant concrete cracking and distress. This required immediate shoring to assist supporting the load of the structure. After this discovery it was recommended to investigate six (6) additional columns.

BACKGROUND:

Wiss, Janney, Elstner Associates (WJE), was hired to assess all five (5) parking structures. Per the final assessment report provided to City of Birmingham in April 2021 it was recommended that two (2) lower level columns in the southwest end of the Peabody Structure be investigated further during the 2021-2022 construction period (pg 12&13 of final Structural Assessment Report). On February 15, 2022 Pullman Contractors, who were awarded the contract for the 2021-2022 construction period, removed the brick veneer at the two (2) lower level columns for WJE to investigate. During WJE's investigation, they found the following issues with the two (2) columns in question.

Column 10A and 11A

The investigation recommended by WJE based on column 10A and 11A exposed significant concrete cracking and distress within the two Lower Level columns.

- i. The embedded reinforcing steel did not exhibit surface corrosion at several of the exposed regions and, where present, the exposed surface corrosion was minor; therefore, the observed cracked conditions do not appear to be associated with corrosion-related deterioration.
- ii. The observed cracking is attributed to the lateral forces imparted by the beam post-tensioning tendons and the barrier cables, the apparent inadequate detailing of the reinforcing steel stirrups, and the lack of ductility and accommodation for movement in the short column (the portion of the Lower Level columns which extends between the relatively rigid retaining wall and beam-slab system above).
- iii. The brick veneer and concrete block infill at Column 11A did not exhibit evidence of previous replacement. Thus, the observed sealant beads over cracked concrete surfaces at Column 11A may be original to the garage construction.
- iv. As discussed below and because the capacity of the columns has been significantly reduced due to the noted deterioration and potentially inadequate reinforcement detailing, immediate shoring and repairs are recommended at the two columns.

Additional Investigation

Based on the structurally significant conditions found at Columns 10A and 11A, and based on verbal approval from the City during the project team meeting onsite, Pullman was to remove and replace localized areas of brick veneer at the following additional locations to facilitate WJE's investigation. The objective of these additional investigative openings is to determine if other column locations exhibit similar concrete or brick masonry deterioration. Pullman will issue a change order for the associated work to create these inspection openings for WJE's review; shoring of the associated beams are not anticipated at this time.

- a. Column 12A – Level 1 beam end
- b. Column 13A – Level 1 beam end
- c. Column 15A – Level 1 beam end
- d. Column 19A – Level 2 beam end
- e. Column 13E – Level 6 beam end
- f. Column 10J – Level 1 beam end

The brick veneer was removed and was investigated by WJE on March 9, 2022 at these additional locations. Based on WJE observations, no structurally significant distress conditions were found; imminent repairs are not required at the 6 additional locations. One inspection opening, at Column 13E supporting Level 6, was created at an unsound previous patch repair at an interior concrete column, the exposed conditions do not represent an imminently hazardous structural condition. However, WJE recommends repairing this column for improved durability and protection of the existing steel reinforcement.

LEGAL REVIEW:

All documents have been reviewed and approved by the City Attorney

FISCAL IMPACT:

The budget amendment request for the 2021-2022 Peabody construction repairs was approved for \$146,664.00 at the September 20, 2021 commission meeting. The column shoring, additional column investigation and repairs are not included in the \$146,664.00. There is sufficient fund balance in the Automobile Parking System (APS) for the work associated with this proposed contract. The additional column investigation proposal provided by Pullman SST INC, is \$23,750.00. And The Emergency Shoring proposal provided by Pullman SST INC, is \$59,150.00 with an additional \$12,000.00 per month rental fee of shoring equipment. Estimated repair cost for column 10A and 11A is \$75,000.00. Estimated repair costs for column 13E is \$6,000.00. Proposed repair cost to permanently relocate a fire sprinkler line is \$3,000.00. The scope of service cost provided by WJE is \$47,000.00.

An additional budget amendment is requested for the 2021-2022 APS Fund for these repairs in the amount of \$235,000.00. Total costs for the Peabody Parking Structure construction repairs will be \$381,644.00.

The current APS fund balance is \$21,975,533.21

PUBLIC COMMUNICATIONS:

None

SUMMARY

The capacity of the columns has been significantly reduced due to the noted deterioration and potentially inadequate reinforcement detailing, immediate shoring was installed and immediate repairs are recommended at two columns. Additional investigation efforts at other locations of the garage have been completed and determined no additional work is needed.

ATTACHMENTS:

1. Site Visit Report #7-8 provided by WJE
2. Memorandum Peabody Parking Structure Column Repair Scope provided by WJE
3. Emergency Shoring proposal change order 5 provided by Pullman SST Inc.
4. Additional Column Investigation proposal change order 6 provided by Pullman SST Inc.
5. Additional Column investigation quantities proposal change order 7 provided by Pullman SST Inc.
6. Permanently relocate fire sprinkler line proposal provide by Wm Crook
7. Emergency Column Shoring and Repairs proposal provided by WJE

SUGGESTED COMMISSION ACTION:

- A. Make a motion adopting a resolution confirming City Manager’s authorization for the emergency expenditure related to the repair of the Peabody Street Structure Emergency Shoring, Additional Column Investigation and Repair by Pullman SST Inc. for a cost not to exceed \$235,000.00 to be charged to the Automobile Parking System Fund, Peabody Parking Structure Capital Outlay Building account #585-538.004-977.0000

Automobile Parking System Fund

Revenues:

Draw from Fund Balance	<u>\$235,000.00</u>
(Account #585-000.000-400.0000)	

Total Revenues	<u>\$235,000.00</u>
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Expenditures:

Peabody Structure – Capital Outlay Buildings	<u>\$235,000.00</u>
(Account #585-538.004-977.0000)	

Total Expenditures	<u>\$235,000.00</u>
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SITE VISIT REPORT No. 7 | February 15, 21, & 23, 2022

City of Birmingham - 2021 3PT Parking Structure Repairs

Peabody Parking Structure Column Assessment

REPORT DATE	March 1, 2022	WJE PROJECT NO.	2019.6318.2
REPORTED BY	Sarah Rush Meredith Thibodeaux	WJE PROJECT MGR.	Matthew Lewis, P.E.
OWNER/ CLIENT	City of Birmingham (City)	CONTRACTOR/ PROJECT NO.	Pullman SST, Inc. (Pullman)
WORK IN PROGRESS	Inspection openings, shoring, and assessment of the two Peabody Lower Level columns	WEATHER	Overcast, 25°F
PRESENT AT SITE	Sarah Rush Meredith Thibodeaux - 2/15, 2/21 Matt Lewis - 2/23	DISTRIBUTION	Ryan Weingartz (Birmingham) Jim Travnik (Pullman) Matthew Lewis (WJE) Sarah Rush (WJE) Meredith Thibodeaux (WJE)

This site visit report documents pertinent items from our site visits on February 15, 21, & 23, 2022 to investigate the two Lower Level columns, Columns 10A and 11A, at the Peabody Parking Structure (Peabody) as part of the base bid scope of work. Refer to the Construction Documents and our original condition assessment report dated April 30, 2021 for more information.

1. Shoring for Preliminary Investigation Efforts. WJE reviewed the installed shoring at the Lower Level of the southwest corner of the parking structure on February 15 and February 21, which was installed as part of the base bid scope of work to facilitate WJE’s investigation efforts (Figure 1 and Figure 2). WJE requested modifications to Pullman’s original shoring configuration and the barricading of parking stalls on the floor levels above, which were implemented prior to WJE’s February 21 site visit.

2. Investigation Findings:

- a. Column 10A.** On February 15, Pullman had removed a localized area of brick veneer at Column 10A, nearest the southwest stair tower, and WJE assessed the visible areas of the column (Figure 3).
 - i. Previous trowel-applied concrete patch repairs were present at the end of the post-tensioned Level 1 beam (Figure 4). Originally a 22-inch square column, the patch material did not restore the original cross-section, which created an irregular shape and reduced concrete cover around the embedded steel elements. The majority of this previous repair material was cracked and unsound. Sealant materials and evidence of epoxy injection repair attempts were observed behind (inboard) of the patch material at crack locations. Using handheld hammers, WJE removed the loose unsound concrete to expose the reinforcing steel and help determine the depth and extent of the observed cracks.
 - ii. A No. 11 longitudinal reinforcing bar was exposed at two of the column corners. Stirrups were not present within the column-beam intersection (or did not properly engage the longitudinal steel), resulting in an unsupported 24-inch length of longitudinal bar (Figure 5, Figure 6). This unsupported condition is atypical and does not meet the requirements of the original

construction drawings. Three of the beam's seven-wire PT tendon anchorages and three PT anchorages for the vehicle barrier cables were exposed (Figure 7). The majority of the exposed steel elements exhibited surface corrosion, apart from the north corner longitudinal bar.

- b. Column 11A.** On February 21, Pullman had removed a localized area of brick veneer and concrete block infill (interior wythe) at the base of Column 11A, and WJE assessed the visible areas of the column (Figure 8).
- i. Previous concrete patch repairs and sealant beads applied over cracked regions were present at multiple faces of the column and at the beam-column interface (Figure 9, Figure 10). Using handheld hammers, WJE removed localized loose and unsound concrete and sealant material.
 - ii. Wide diagonal cracks in the west and south faces of the columns extend toward a converging point at the southwest corner of the column near the slab to column interface (Figure 11 to Figure 15). Cracks on the south and west faces of the column propagate through the patch repair material and the original concrete with maximum crack widths ranging between 75 mils and 150 mils. A large portion of the south column corner was delaminated and displaced outward up to ¼ inch with the observed cracks extending through the column section.
 - iii. A No. 11 longitudinal reinforcing bar was exposed at the north corner following WJE's removal of unsound concrete, which did not exhibit surface corrosion. Stirrups were not found at the beam-column intersection where exposed (at the concrete spall) or by using a handheld ground penetrating radar (GPR) device.
 - iv. An approximate 4-inch-deep void is present at the cold joint on the north face of the column between the top of a formed previous repair and the supported beam, reducing the bearing area between these structural concrete elements by over 30 percent when considered in conjunction with the spalled concrete (Figure 16).
- c. Summary of Column 10A and 11A Findings.** The investigation recommended by WJE based on the brick and concrete distress in the region exposed significant concrete cracking and distress within the two Lower Level columns.
- i. The embedded reinforcing steel did not exhibit surface corrosion at several of the exposed regions and, where present, the exposed surface corrosion was minor; therefore, the observed cracked conditions do not appear to be associated with corrosion-related deterioration.
 - ii. The observed cracking is attributed to the lateral forces imparted by the beam post-tensioning tendons and the barrier cables, the apparent inadequate detailing of the reinforcing steel stirrups, and the lack of ductility and accommodation for movement in the short column (the portion of the Lower Level columns which extends between the relatively rigid retaining wall and beam-slab system above).
 - iii. The brick veneer and concrete block infill at Column 11A did not exhibit evidence of previous replacement. Thus, the observed sealant beads over cracked concrete surfaces at Column 11A may be original to the garage construction.
 - iv. As discussed below and because the capacity of the columns has been significantly reduced due to the noted deterioration and potentially inadequate reinforcement detailing, immediate shoring and repairs are recommended at the two columns. Additional investigation efforts at

other locations of the garage are also recommended. These recommendations and additional investigation efforts will exceed the \$20,000 base bid allowance for this work item.

- 3. Structural Shoring and Barricades at Parking Stalls.** Based on the concealed conditions uncovered during our investigation efforts, WJE recommends shoring of all levels supported by Columns 10A and 11A and barricading parking stalls tributary to those columns as soon as possible.
 - a.** Refer to the shoring and barricade requirements submitted by WJE via email on February 22 (Appendix A). Fixed barricades must be installed and maintained to prohibit parking within the stalls in the area tributary to the columns. The recommended shoring and barricades shall remain in-place until structural repairs are completed.
 - b.** WJE met with Pullman and City of Birmingham representatives on February 23 to discuss our findings and recommendations. Based on verbal approval from the City during the project team meeting onsite, Pullman is to submit a formal quote to the City for the shoring plan outlined in Appendix A and begin scheduling manpower and materials accordingly. WJE is to review and approve shop drawings prior to installation.
- 4. Additional Investigation.** Based on the structurally significant conditions found at Columns 10A and 11A, and based on verbal approval from the City during the project team meeting onsite, Pullman is to remove and replace localized areas of brick veneer at the following locations to facilitate WJE's additional investigation. The objective of these additional investigation openings is to determine if other column locations that exhibit similar concrete or brick masonry deterioration contain concealed structurally significant cracking or distress. Pullman to issue a change order for the associated work to create these inspection openings for WJE's review; shoring of the associated beams are not anticipated at this time.
 - a.** Column 12A – Level 1 beam end
 - b.** Column 13A – Level 1 beam end
 - c.** Column 15A – Level 1 beam end
 - d.** Column 19A – Level 2 beam end
 - e.** Column 13E – Level 6 beam end
 - f.** Column 10J – Level 1 beam end
- 5. WJE Repair Design.** To reduce rental costs associated with the structural shoring installation, and per the verbal approval from the City during the project team meeting onsite, WJE will commence with development of a repair design and drawings to address the observed distress conditions on a time and expense basis. WJE will submit a formal proposal for this work once the conceptual repair approach is known.

Enclosure: *Figure 1 to Figure 17*
Peabody Column 10A and 11A Shoring Requirements

FIGURES



Figure 1. Shoring installed at the west end of the Level 1 beam supported by Column 11A.



Figure 2. Shoring posts installed at the west end of the Level 1 beam supported by Column 10A.



Figure 3. Brick veneer removed from the base of Column 10A. A steel shelf angle supporting the brick veneer indicated with red arrow.

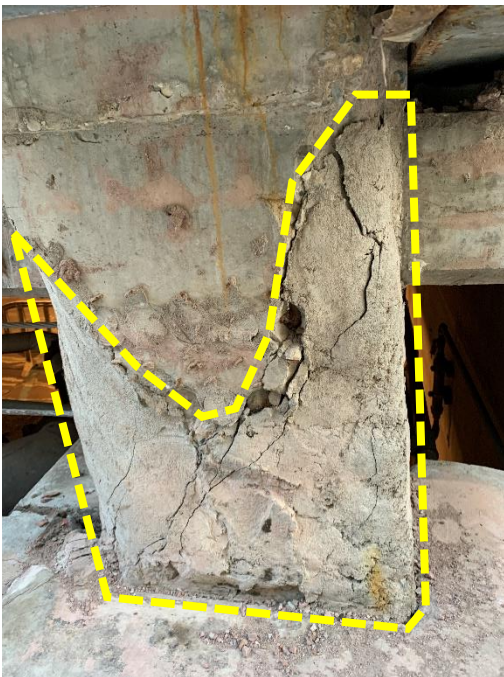


Figure 4. Cracked and unsound previous concrete repair at Column 10A. Eight grout pockets are visible at the ends of the beam PT tendons.



Figure 5. #11 longitudinal bars at corner of Column 10A are indicated with red arrows. Stirrup indicated with yellow arrow.



Figure 6. 24 inches from curb to first exposed stirrup at Column 10A.

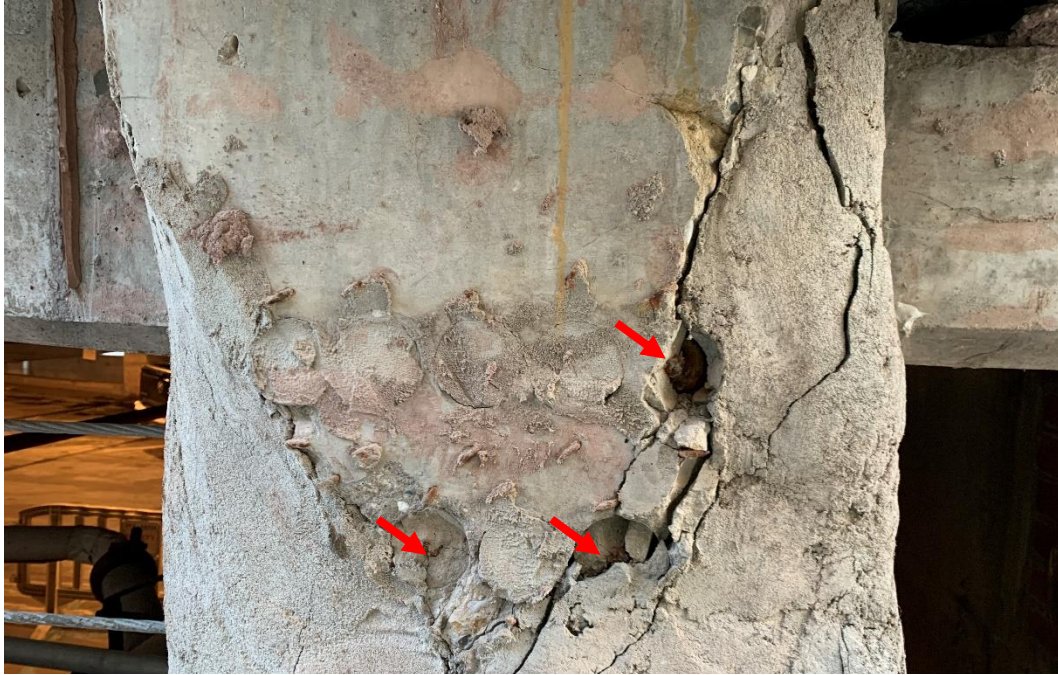


Figure 7. Three of the eight PT tendons were visible at deteriorated grout pockets at Column 10A.



Figure 8. Brick veneer removed at Column 11A (west face) and supported by wood framing indicated with red arrows.



Figure 9. Previous concrete repair at beam to column interface at south face of column.

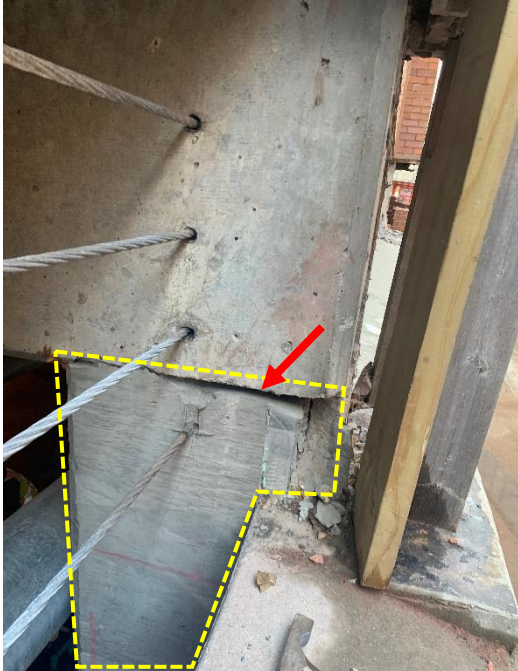


Figure 10. Previous concrete repair at Column 11A below beam at the north face of the column. 4-inch deep cold joint between the concrete repair and the bottom face of the column indicated with red arrow.



Figure 11. Cracks throughout concrete at Column 11A. Crack propagates through original concrete above as indicated with red arrow. Note the displacement across the crack in the original concrete where the concrete material has spalled.



Figure 12. Approximately 1/4" displacement across crack in original concrete at Column 11A.



Figure 13. Cracks throughout original concrete at Column 11A.



Figure 14. Cracks in west and south faces of Column 11A extend toward a converging point.



Figure 15. Crack in original concrete at south face of Column 11A extends along slab edge bearing at column. Slab indicated with red arrow and shelf angle indicated with yellow arrow.



Figure 16. Wide cold joint at north face of Column 11A between original concrete and concrete repair. Joint is approximately four inches deep.



Figure 17. Cracks propagating through previous sealant repairs in the brick veneer at Column 11A.

**SECTION 02 01 11
SHORING**

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Supply, installation, and removal of temporary shoring to vertically support structural elements during demolition and construction operations.
- B. Related Sections include the following:
 - 1. Section 03 01 31 – Concrete Removal and Surface Preparation

1.2 REFERENCES

- A. Reference Standards: All standards latest edition as of the date of the Specification:
 - 1. American Association of State Highway and Transportation Officials (AASHTO)
 - a. Guide Design Specification for Bridge Temporary Works
 - 2. American Concrete Institute (ACI)
 - a. ACI 301 - Specifications for Structural Concrete for Buildings
 - b. ACI 318 - Building Code Requirements for Structural Concrete
 - c. ACI 347 - Guide to Formwork for Concrete
 - d. ACI 563 – Specifications for Repair of Concrete in Buildings
 - 3. American Institute of Steel Construction (AISC)
 - a. Specification for Structural Steel Buildings - Allowable Stress Design

1.3 PAYMENT

- A. Include one floor level of shoring within Peabody Street Parking Structure base bid scope of work:
 - 1. Contractor is responsible for design of shoring, developing shoring procedures, preparing shoring submittals, and providing and installing shoring.

1.4 COORDINATION

- A. Coordinate with Owner's Representative and with other trades to ensure that shoring does not interfere with Owner use of Site or work of other trades.
- B. The Contractor shall be responsible for means and methods of shoring and temporary support and for the sequences and procedure being used.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's literature and technical data indicating type of shoring proposed for use and safe load-carrying capacity of shoring for heights and lengths of shoring components to be used.
- B. Shop Drawings: Shop drawings showing locations, distribution, and quantity of shoring. Include connection and bearing details.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility.
- B. Limit stored materials on structure to safe loading capacity of structure at time materials are stored, so as to preclude damage to materials and structures.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of Work. Promptly notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer how to proceed.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.

PART 2 PRODUCTS

2.1 MANUFACTURED ASSEMBLIES

- A. Design Criteria:
 - 1. Design for dead load and minimum 20-pound-per-square-foot construction load over tributary area of member being repaired, as follows:
 - a. Design shall include a minimum factor of safety of 2.0.
 - b. Design spreaders to distribute load over an effective area to result in a 2,500 psf or less bearing pressure on the concrete slab.
 - c. Consider removal of loads from member and transfer of loads into structure below, without overloading structural members.
 - d. Detail shoring to avoid interference with Owner operations.
 - e. Consider shoring stiffness relative to stiffness of members being shored.
- B. Shoring: Steel posts, steel frames, or other steel assemblies with sufficient capacity to support calculated shoring loads at spacing and positioning shown on shop drawings.
 - 1. Adjustable through positive means, such as screw jacks, to achieve tight fit to structure above and below and to compensate for elastic shortening of shores during loading and service.
 - 2. Use undamaged components, including bracing, supplied by shoring manufacturer.

2.2 ACCESSORIES

- A. Spreaders:
 - 1. At bottom of shores: steel or timber cribbing with minimum a minimum cross section of 3-1/2 inches by 3-1/2 inches, 2x wood bearing pads, or other material; with sufficient bearing area and length to distribute shoring reactions into supporting structural element below.
 - 2. At top of shores: Timber or steel spreader beams or wood bearing pads; to fully support member being shored without damage to member surface.
- B. Shims: Wood or steel; at bearing points above shores to ensure tight contact with shored member.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements and other conditions affecting installation or performance of shoring Work.
 - 1. Ensure that work done by other trades is complete and ready for shoring Work.
 - 2. Notify Engineer in writing of conditions which may adversely affect installation or performance of shoring Work and recommend corrections.
 - 3. Do not proceed with shoring Work until adverse conditions have been corrected and reviewed by Engineer.
 - 4. Commencing shoring Work constitutes acceptance of Work surfaces and conditions.

3.2 INSTALLATION

- A. Install shoring at locations designated by Architect/Engineer, before repair work begins.
 - 1. Notify Architect/Engineer of any additional locations identified where extent of deterioration or suspect existing construction indicates that shoring may be necessary.
- B. Install shoring in accordance with manufacturer's recommendations and approved shop drawings at designated locations and at additional locations designated by Engineer. Installed assembly shall be of such quality that assembly will support imposed loads without excessive settlement or deflection.
 - 1. Position to avoid interference with Owner operations.
 - 2. Install snug, plumb, and square. Install cross-bracing recommended by shoring manufacturer and shoring designer to prevent buckling failure of individual members and overall shoring stability failure. Extend shoring above and below level of repair work as required by shoring design.
 - 3. Install spreader beams or bearing pads and shims as necessary, and adjust shores to ensure tight, uniform fit against structural element to be supported. Minimize differential loading of vertical shoring members.
 - 4. Install timber cribbing wood or wood bearing pads as necessary to distribute loads into supporting elements. If more than 1 layer of cribbing is required, install each successive layer perpendicular to preceding layer.
 - 5. If shoring is to be placed on coated or finished surface, protect surface from damage with plywood, plastic sheets, or other means.
- C. Preload shores with screw jacks to bring shoring into a uniform, snug-tight condition.
- D. Protect shores from damage from construction activities, Owner use of facility, and other causes.
- E. Check shores daily and adjust as necessary to maintain snug condition, plumbness, and full effectiveness.
- F. Modify and adjust shoring as required to meet conditions of work and to ensure Project safety.

3.3 REMOVAL OF SHORES

- A. Remove shores when compressive strength of repair concrete exceeds 75 percent of its specified 28-day strength. Contractor may elect to have additional concrete strength tests performed at his own expense, to confirm when repair concrete meets removal requirements.

- B. Store shoring materials in approved storage area at Site, such that materials do not interfere with Owner's continued use of facility. Promptly remove shoring materials from Site when no longer needed for work.

END OF SECTION 03 01 01

PEARBODY PARKING GARAGE

SHORING LOADS

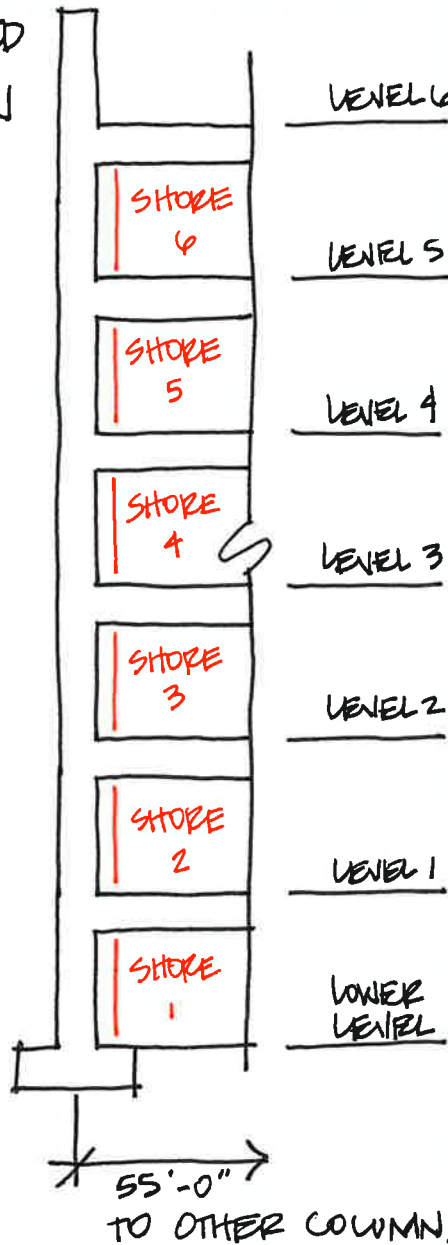
THE PURPOSE OF THIS SHORING IS TO REMOVE THE LOAD FROM COLUMNS A10 '6. ALL AND TO FACILITATE FUTURE REPAIRS.

TYPICAL BAY WIDTH = 18'-6"

SHORING LOADS ARE GENERALLY CALCULATED BASED ON LARGER TRIBUTARY AREA OF COLUMN A11 FOR BOTH SUBJECT COLUMNS.

BECAUSE THE PARKING SPACES WITHIN THE SHORED TRIBUTARY AREA ARE BLOCKED, A CONSTRUCTION LIVE LOAD OF 20 PSF IS CONSIDERED

MINIMUM SHORING CAPACITIES PROVIDED ARE UNFACTORED D+L LOADS, INCLUDING THE LIVE LOAD DESCRIBED ABOVE AND APPLICABLE MATERIAL WEIGHTS.



SHORE #	MIN. SHORING CAPACITY (KIP)
6	71.2
5	142.4
4	213.6
3	288.3
2	363
1	437.7



SITE VISIT REPORT No. 8 | March 9, 2022

City of Birmingham - 2021 3PT Parking Structure Repairs

Peabody Parking Structure Column Assessment

REPORT DATE	April 4, 2022	WJE PROJECT NO.	2019.6318.2
REPORTED BY	Sarah Rush	WJE PROJECT MGR.	Matthew Lewis, P.E.
OWNER/CLIENT	City of Birmingham (City)	CONTRACTOR/PROJECT NO.	Pullman SST, Inc. (Pullman)
WORK IN PROGRESS	Inspection openings at add'l columns	WEATHER	Partly cloudy, 32°F
PRESENT AT SITE	Sarah Rush	DISTRIBUTION	Ryan Weingartz (Birmingham) Jim Travník (Pullman) Matthew Lewis (WJE) Sarah Rush (WJE) Meredith Thibodeaux (WJE)

This site visit report documents pertinent items from our site visit on March 9, 2022 to observe the inspection openings created at six additional columns following the structurally significant conditions found at Columns 10A and 11A. This report also discusses the shoring status of Columns 10A and 11A. Refer to Site Visit Report #7 for more information.

1. Structural Shoring and Barricades at Parking Stalls (Columns 10A and 11A).

- a. Structural shoring is being provided by Sunbelt Rentals as a subcontractor to Pullman SST. Pullman submitted a quote for the shoring via Change Order Request No. 05. Pullman and WJE are in-process of reviewing Sunbelt’s shop drawings for the shoring. Once approved, the shop drawings will be submitted to the City for review and project record.

2. Additional Investigation of Six Columns. Pullman removed localized brick veneer or distressed concrete patch materials at six locations to facilitate WJE’s additional investigation of the concealed conditions (Figures 1-5). The objective of the investigation openings was to determine if other columns that exhibited similar concrete or brick masonry distress contain concealed structurally significant conditions. Based on our observations, no structurally significant distress conditions were found; imminent repairs are not required at other locations within the garage. WJE’s investigative work is complete.

- a. As requested in Site Visit Report #7, Pullman issued Change Order Request No. 06 for the associated work to create these inspection openings for WJE’s review.
- b. Brick Openings: The masonry cladding may be replaced at the brick clad inspection openings.
 - i. Wall ties are to be installed at replacement brick masonry at 16 inches on center (max). Where concrete block (CMU) infill is present, wall ties are to be installed between both the concrete columns and concrete block and between the concrete block and clay brick masonry.
 - ii. Where replacement brick abuts a bed joint containing an existing steel shelf angle, install new closed-cell backer rod and joint sealant to create a soft movement joint along the horizontal plane below the shelf angle.

-
- iii. WJE and the City are to review and approve mock-ups for the replacement brick units and mortar. Mock-ups are in-progress, final approval needed following cleaning work.
 - iv. Based on the additional work outlined below, Pullman issued Change Order Request No. 7:
 - 1) WJE acknowledges the inspection openings at the five brick clad column locations are larger than the 10 SF outlined in Change Order Request No. 06.
 - 2) Where masonry distress is present adjacent to the inspection openings, particularly at Column 19A (Figures 6-8), WJE recommends repair of the masonry as part of the cladding replacement, including replacement of localized cracked brick units and repointing distressed mortar.
 - 3) At Column 12A, minor concrete distress is present in the existing retaining wall. WJE recommends a partial-depth concrete repair be performed at this location prior to brick replacement (Figure 2).
 - c. Concrete Opening: One inspection opening, at Column 13E supporting Level 6, was created at an unsound previous patch repair at an interior concrete column (Figures 9-10). The exposed conditions do not represent an imminently hazardous structural condition. However, we recommend repairing this column for improved durability and protection of the existing steel reinforcing.
 - i. Pullman to submit a quote to perform concrete repairs at Column 13E in conjunction with the repairs at Column 10A and 11A for the City's review and approval. Refer to the project specifications and repair details on Sheet S501 for more information. WJE is in-progress of developing additional repair design information to address this condition. Based on our discussions with Pullman, we understand that the cost for shoring at this repair will be minor since the rental costs associated with the shoring are already captured by the repairs for Columns 10A and 11A.

Enclosure: *Figure 1 to Figure 10*

FIGURES

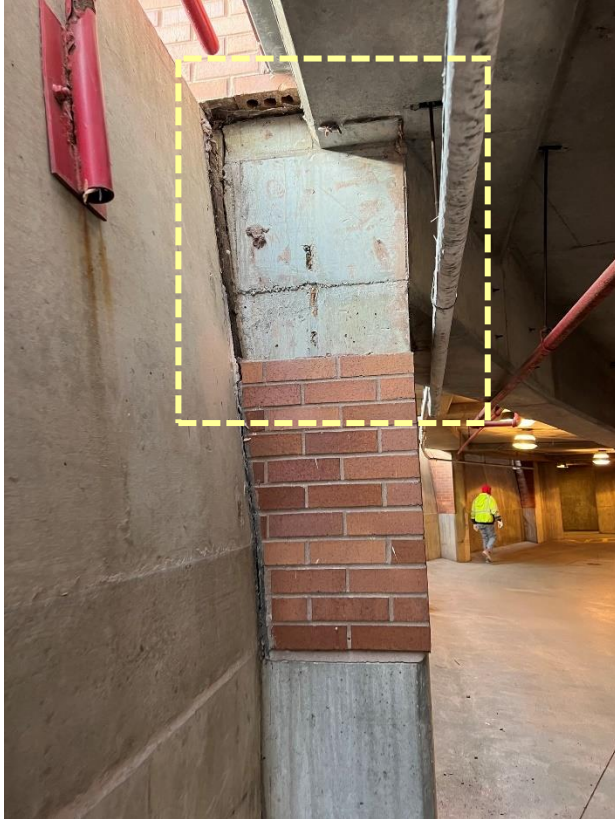


Figure 1. Column 10J inspection opening at Level 1 PT beam end (brick veneer removed).

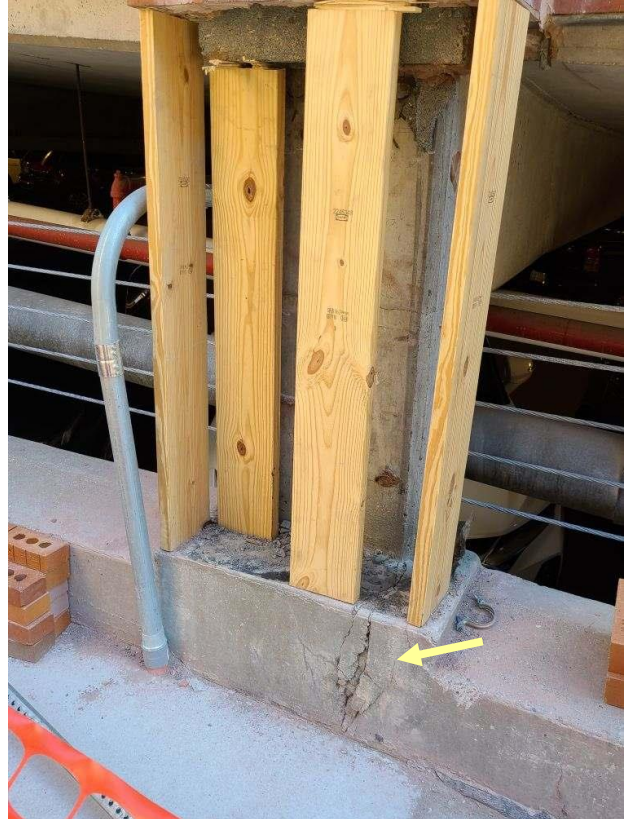


Figure 2. Column 12A inspection opening at Level 1 PT beam end (brick veneer removed, wood 2x installed as temporary support for brick). Note the concrete distress at the retaining wall.



Figure 3. Column 19A inspection opening at Level 2 PT beam end (brick veneer at concrete block infill removed).



Figure 4. Column 19A inspection opening at Level 2 PT beam end (brick veneer at concrete block infill removed).

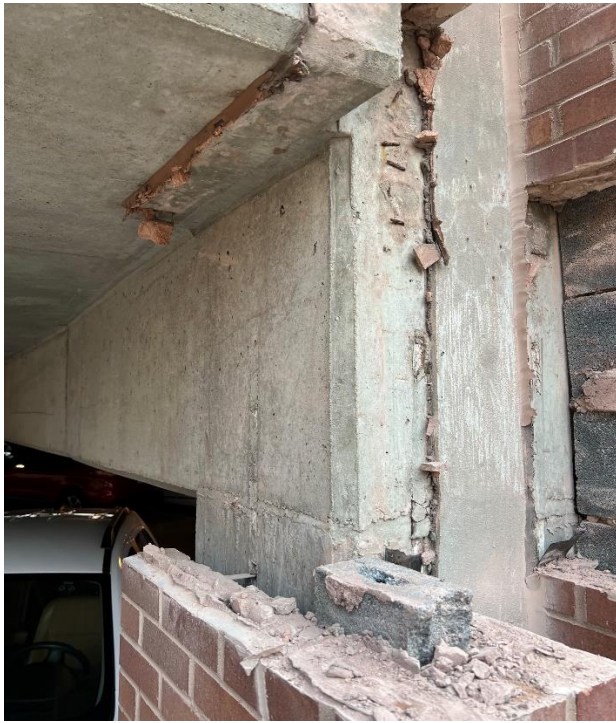


Figure 5. Column 19A inspection opening at Level 2 PT beam end (brick veneer at concrete block infill removed).



Figure 6. Brick distress below the existing inspection opening at Column 19A.



Figure 7. Distress at Column 19A prior to brick removal.

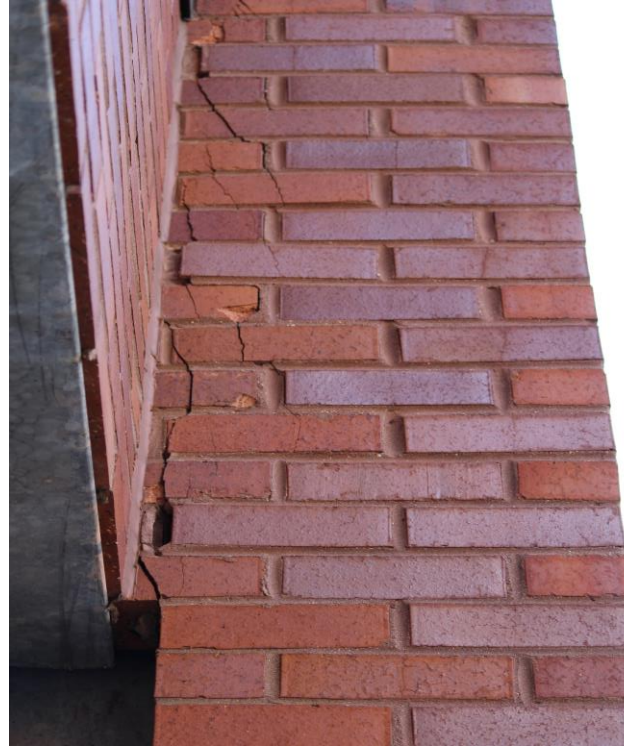


Figure 8. Distress at Column 19A prior to brick removal.

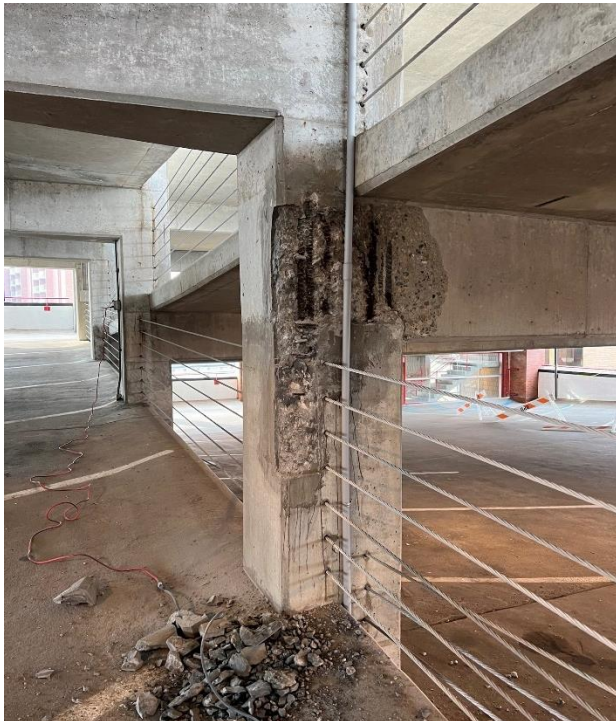


Figure 9. Column 13E inspection opening at Level 6 PT beam end (unsound previous patch repair removed).

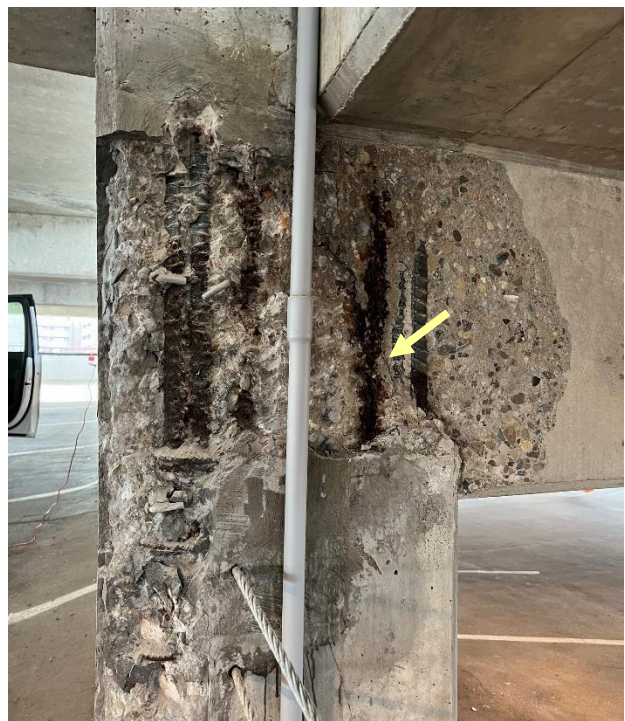


Figure 10. Exposed corroded reinforcing steel and diagonal concrete crack.



MEMORANDUM | April 4, 2022

Peabody Parking Structure Column Repair Scope

WJE PROJECT NO. 2019.6318.3

TO Jim Travnik
Project Manager
Pullman SST

FROM Sarah V. Rush

As discussed during our project team meeting on April 1, 2022, the following outlines the anticipated scope of work associated with the column repairs at the Peabody Street Parking Structure in Birmingham, MI. Refer to the project specifications and the "For Pricing" drawing set for more information.

Column 10A and 11A

- Remove existing tensioned guardrail cables between Columns 10A and 12A. Install new surface-mounted anchors at Column 12A as needed to maintain the guardrail system north of Column 12A. Install new steel guardrails between Columns 10A and 12A, to be surface-mounted to the top of the retaining wall.
- Temporarily remove and replace the 30 inch HVAC duct near Column 10A to facilitate the repairs. Fire sprinkler line near Column 10A to be permanently relocated by others.
- Sawcut joint through entire retaining wall thickness adjacent to Column 10A, joint to extend full height of retaining wall and be approximately 1 inch wide. Sawcut partial-depth joint through retaining wall at Column 11A, joint to extend full height of retaining wall and be approximately 1/2 inch wide. Install waterstop at Column 10A with backer and joint sealant at both columns. Install a galvanized steel angle with 3/4 inch threaded rods at each column for bearing of the retaining wall, install angles before full height of joint cuts are completed.
- Remove additional brick masonry above work area to expose additional unsound concrete and to gravity-feed concrete repair material, install clip angles to support existing masonry as needed. Note Column 11A brick masonry includes concrete block back-up. Following concrete repairs, replace brick masonry on west column face, install backer and sealant at extents of veneer replacement.
- Remove loose concrete within column cross-section, epoxy inject remaining cracks as directed by WJE. Install supplemental column ties and encasement reinforcing, some encasement reinforcing bars are to be epoxy anchored into the existing concrete retaining wall or slab edge. Form and pour new concrete encasement, approximately 4 inches thick beyond original column cross-section, approximately 25 SF each column.

Column 13E – Alternate Add

- Relocate upper 4 levels of shoring from 10A or 11A to Column 13E.
- Remove unsound concrete at Column 13E supporting Level 6, install wire ties as needed to brace corner vertical bars to stirrups. Perform epoxy-injection in diagonal crack as directed by WJE. Perform partial-depth concrete repairs, depth of concrete removal to expose full bar diameter, approximately 12 SF. Note vehicle barrier cables and conduit adjacent to repair area.

Pinned: 44/2022 8:37 AM by Rush, Sarah File Name: c:\users\stamr\mydocuments\jimmy elstner associates, inc\project\2019.6318 - birmingham repair.docxdrawings- peabody\mores\504 Repair Details.dwg

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Consultants

Project

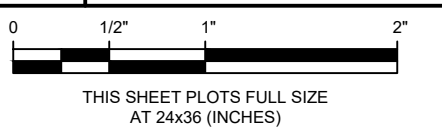
City of Birmingham - 2021
 Parking Structure Repairs
 222 Peabody Street
 Birmingham, MI 48009

Client

City of Birmingham
 151 Martin Street
 Birmingham, MI 48012

08/24/2021 FOR BID

Mark Date Description



Project No. 2019.6318

Date 08/24/2021

Drawn PCES

Checked JDB/MEL/PT

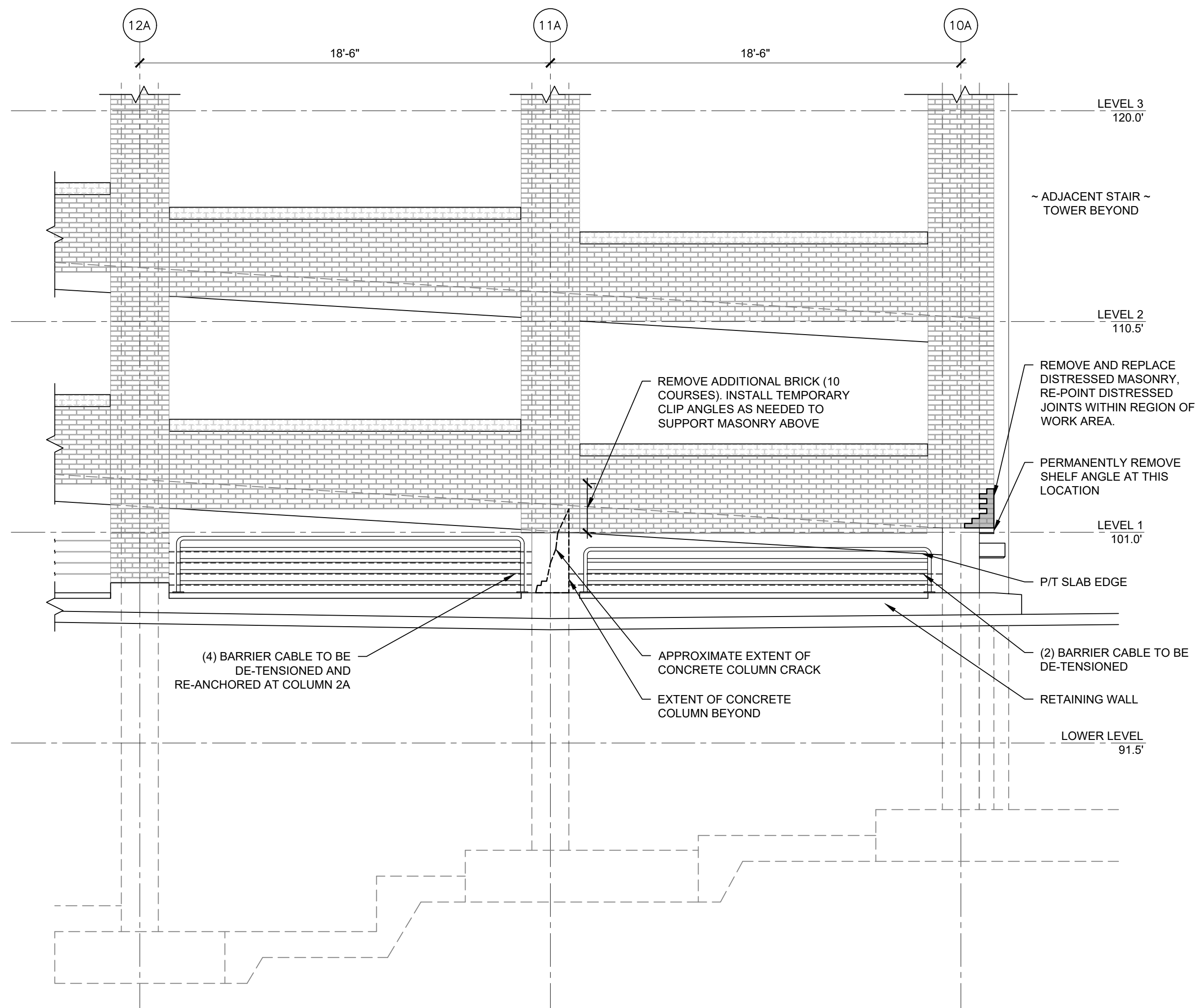
Scale As Noted

Plan, Elevation, Sections, and Notes

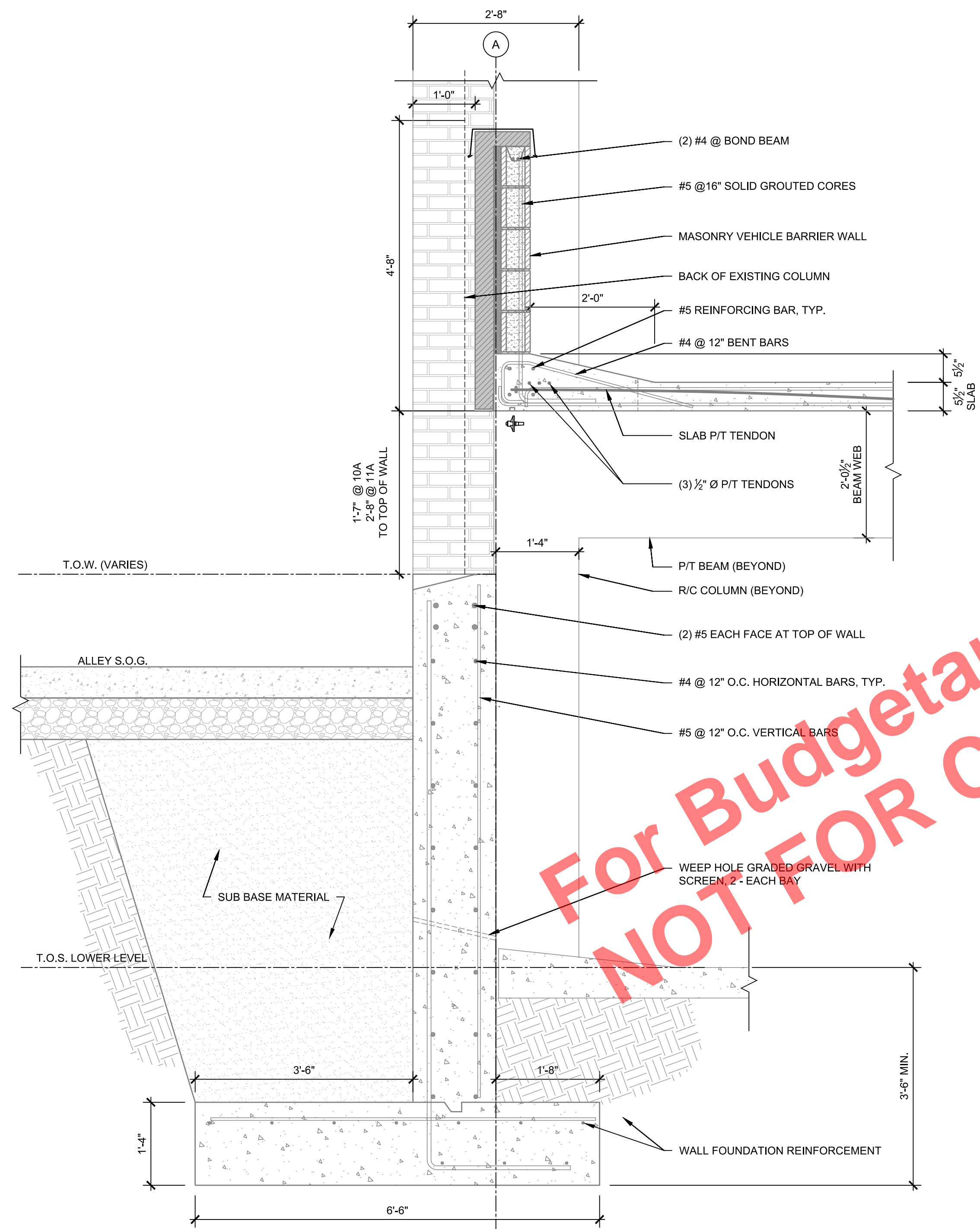
Sheet Title

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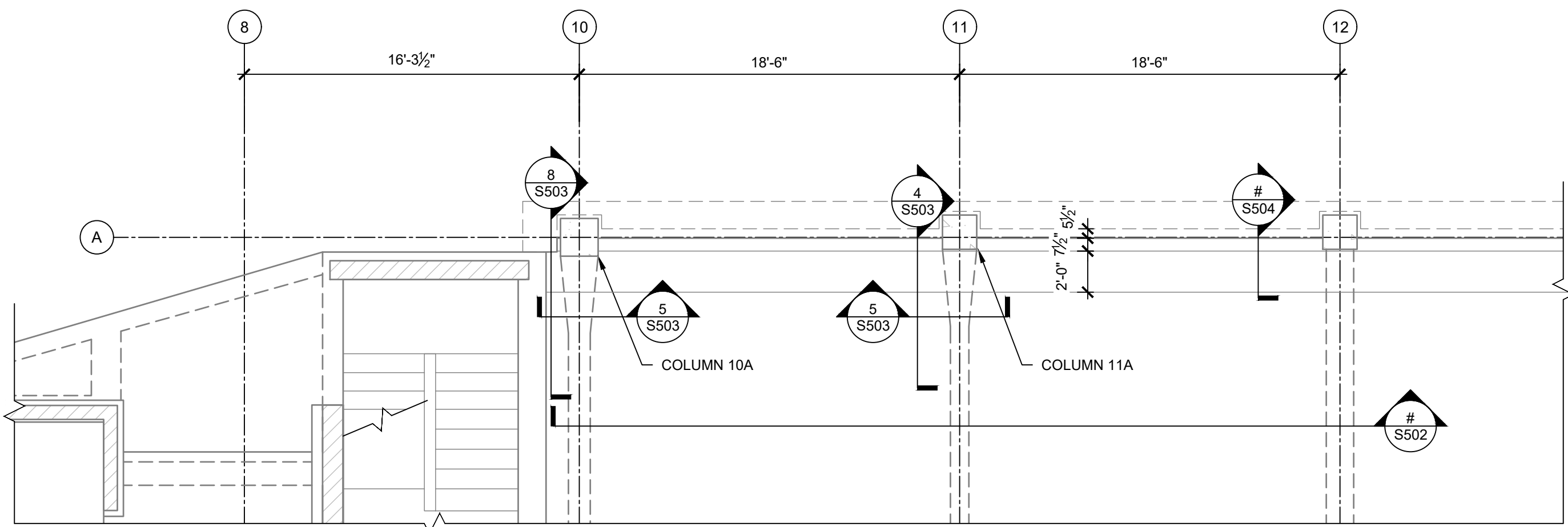
S502



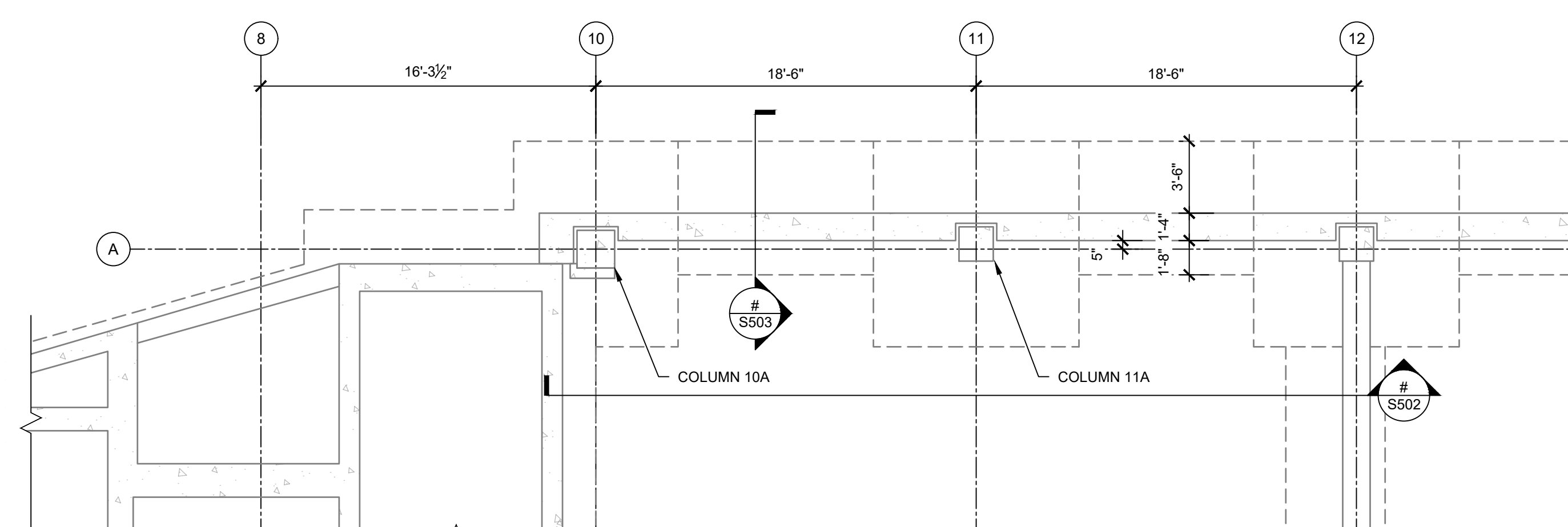
Enlarged Elevation at Columns 10A and 11 A



Wall Section(2)



Enlarged First Floor Plan at Columns 10A and 11A



Enlarged Foundation Plan at Columns 10A and 11A

February 28, 2022

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Ste, 3580
Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
PEABODY STREET -- EMERGENCY SHORING
REQUEST FOR CHANGE ORDER 05**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to provide “emergency shoring” at column lines A.10 and A.11 at the Peabody Street Parking Garage, per specifications and notes provided in their 2/22/22 shoring load detail, as well the significant distress found upon completion of their investigation (included in original base contract). This work is recommended by WJE to relieve the columns of load in order to facilitate future repairs, which shall include shoring of all levels at both columns.

As such, Pullman SST, Inc. is pleased to present the following:

SCOPE OF WORK: EMERGENCY SHORING INSTALLATION

- Core four (4) 4” holes in slab on grade to confirm existing base integrity and construction load requirements
- Install steel barricades with anchoring at all work areas for public safety
- Install MAT 125 shoring and spread beams at all levels at columns A.10 and A.11
 - Includes wood timber at all wash areas associated with column A.10
- Includes equipment rental cost for one (1) twenty-eight (28)-day cycle
- Tear-down and remove all shoring
- Includes motor freight of all equipment
- Includes PE stamped Submittal for WJE review, and one set of reasonable revisions/comments.
 - Submittal shall be limited to drawings and calculations to show the capacity of temporary shoring equipment only

TOTAL LUMP SUM COST: \$ 59,150.00

SCOPE OF WORK: EMERGENCY SHORING RENTAL

- Includes equipment rental cost for additional twenty-eight (28)-day rental cycle(s)
- Includes weekly site-visit of Pullman staff to inspect all shoring and barricading and provide maintenance as required

TOTAL MONTHLY COST: \$ 12,000.00

2/28/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area
10. Inspections and/or permits

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travnik
Project Manager

John Schuster
Division Manager



Detroit Branch
280 West Jefferson
Trenton, MI 48183
Phone 734-282-7760
www.pullman-services.com

March 3, 2022

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Ste, 3580
Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
PEABODY STREET – ADDITIONAL COLUMN INVESTIGATION
REQUEST FOR CHANGE ORDER 06**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to provide additional inspection services at various columns at the Peabody Street Parking Garage, per specifications and notes provided in their Site Visit Report #7, dated March 1, 2022. These column investigations shall include the removal of the brick veneer in order to expose the structural column(s) and allow WJE clear access. Once WJE has completed their assessment, the brick veneer will be replaced.

As such, Pullman SST, Inc. is pleased to present the following, inclusive of Project Management, Supervision, General Conditions and equipment:

SCOPE OF WORK: COLUMN INVESTIGATION

- Remove brick veneer (up to 10 SF each) at the following locations:
 - Column 12A – Level 1 beam end
 - Column 13A – Level 1 beam end
 - Column 15A – Level 1 beam end
 - Column 19A – Level 2 beam end
 - Column 13E – Level 6 beam end
 - Column 10J – Level 1 beam end
- Assist WJE with access to all locations as necessary
- Replace brick veneer at above locations
- Final job-site clean-up

TOTAL LUMP SUM COST: \$ 11,750.00

3/3/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area in alleys and city sidewalks
10. City of Birmingham Inspections and/or permits are not included

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travnik
Project Manager

John Schuster
Division Manager

March 31, 2022

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Ste, 3580
Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
PEABODY STREET – ADDITIONAL COLUMN INVESTIGATION QUANTITIES
REQUEST FOR CHANGE ORDER 07**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to provide additional inspection services at various columns at the Peabody Street Parking Garage, per specifications and notes provided in their Site Visit Report #7, dated March 1, 2022. These column investigations shall include the removal of the brick veneer in order to expose the structural column(s) and allow WJE clear access. Once WJE has completed their assessment, the brick veneer will be replaced.

During WJE's site visits, additional distress was noted at columns 10J, 11 and 12, which resulted in additional brick to be removed at the request of WJE. Additional brick beyond the original quantity of 60 SF was provided. In addition, Column 19A grew an additional 20 SF, and 13E added an additional 10 SF. Additional resources were incurred to better match the mortar design and brick procurement.

As such, Pullman SST, Inc. is pleased to present the following, inclusive of Project Management, Supervision, General Conditions and equipment:

SCOPE OF WORK: COLUMN INVESTIGATION

- Remove and replacement of brick veneer for an additional 60 SF
- Assist WJE with access to all locations as necessary
- Additional duration for rental equipment for access to 2nd floor column
- Final job-site clean-up

TOTAL LUMP SUM COST – NOT-TO-EXCEED BASIS: \$ 12,000.00

4/4/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area in alleys and city sidewalks
10. City of Birmingham Inspections and/or permits are not included

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travnik
Project Manager

John Schuster
Division Manager



Ryan Weingartz <rweingartz@bhamgov.org>

FW: Peabody Columns - 75% Drawing Set and Scope Document

2 messages

Rush, Sarah <srush@wje.com>

Mon, Apr 4, 2022 at 11:51 AM

To: Ryan Weingartz <rweingartz@bhamgov.org>

Cc: "Lewis, Matthew" <mlewis@wje.com>, "Thibodeaux, Meredith" <MThibodeaux@wje.com>

Ryan,

Please find Pullman's cost estimate for the column repairs in the email thread below, which is based on the attached in-progress repair documents. I've also attached a simple Excel document which tabulates the anticipated contractor-related costs, including the fire sprinkler line re-routing.

I look forward to our meeting this afternoon.

Kind Regards,

Sarah V. Rush, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025

tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532

www.wje.com

srush@wje.com

From: Zach Carroll <zcarroll@pullman-services.com>

Sent: Monday, April 4, 2022 11:18 AM

To: Rush, Sarah <srush@wje.com>; Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>

Subject: RE: Peabody Columns - 75% Drawing Set and Scope Document

Sarah,

That's correct. The shoring cost in your spreadsheet is accurate, and would cover the duration of the base bid and alternate repairs.

Thanks!

Zach Carroll

Estimator

PULLMAN

5H

We Make Structures Stronger & Last Longer

280 W. Jefferson Ave.

Trenton, MI 48183

Mobile: 734-752-9266

zcarroll@pullman-services.com

www.pullman-services.com/detroit

From: Rush, Sarah <srush@wje.com>

Sent: Monday, April 4, 2022 11:06 AM

To: Zach Carroll <zcarroll@pullman-services.com>; Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>

Subject: RE: Peabody Columns - 75% Drawing Set and Scope Document

Thank you, Zach! Can you please confirm your estimates assume a total of 2 months of shoring (1 month included in base installation cost and 1 add'l month of rental), which was discussed with John and Jim on Friday.

Thank you,

Sarah V. Rush, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025

tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532

www.wje.com

srush@wje.com

From: Zach Carroll <zcarroll@pullman-services.com>

Sent: Monday, April 4, 2022 11:01 AM

To: Rush, Sarah <srush@wje.com>; Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>

Subject: RE: Peabody Columns - 75% Drawing Set and Scope Document

Good Morning Sarah,

Based on the work scope and 75% drawings, our budgetary price for the 10A and 11A Column repairs is \$75,000.

For the add alternate at column 13E, we would be looking at a budget of \$6,000.

Let us know if you have any questions.

Thanks!

5H

Zach Carroll

Estimator



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280 W. Jefferson Ave.

Trenton, MI 48183

Mobile: 734-752-9266

zcarroll@pullman-services.com

www.pullman-services.com/detroit

From: Rush, Sarah <srush@wje.com>

Sent: Monday, April 4, 2022 8:48 AM

To: Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>; Zach Carroll <zcarroll@pullman-services.com>

Subject: Peabody Columns - 75% Drawing Set and Scope Document

Hi Jim, John, and Zach,

Please find the attached scoping document and our 75% complete "For Budgetary Pricing" drawing set. Please don't hesitate to call if you have any questions.

My meeting with Ryan is today at 3pm. It would be best if we can receive your pricing information between 12-2pm if possible. See the yellow highlighted cells in the attached excel document for the pricing information requested for Pullman, which I've updated from our meeting on Friday.

Kind Regards,

Sarah V. Rush, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025

tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532

www.wje.com

srush@wje.com


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5H

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3 attachments

 **2022-04-04_PeabodyColumn-Scope_MEMO.pdf**
82K

 **2022-04-04_PeabodyColumns_75%Set.pdf**
1146K

 **Cost-Impacts_WJE-Estimate.xlsx**
12K

Rush, Sarah <srush@wje.com>
To: Ryan Weingartz <rweingartz@bhamgov.org>

Mon, Apr 4, 2022 at 3:25 PM

[Quoted text hidden]



Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel
www.wje.com

March 24, 2022

Ryan Weingartz
Parking Systems Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Emergency Column Shoring and Repairs

WJE No. 2019.6318.3

Dear Ryan Weingartz:

As requested, Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared this proposal to outline emergency column shoring and repair work at the Peabody Street Parking Structure in Detroit, Michigan. This letter summarizes our understanding of the project objectives, outlines our recommended scope of services, and provides our terms and conditions to perform our services.

BACKGROUND

WJE performed a condition assessment of the parking structure in early 2021. As part of this assessment, we identified two columns on the Lower Level of the parking structure that were identified for further investigation due to the extent of cracking near the beam-column intersection. These two columns are located at Column Lines 10-A (10A) and 11-A (11A) on the southwest end of the garage. The further investigation work was performed as part of the base bid scope of work during the ongoing 2021-2022 construction repair projects at the Peabody, Chester, and Park Street garages. The base bid scope included shoring the Level 1 beams framing into the subject columns, removal of the brick masonry cladding on the exterior surfaces of the columns, and a \$20,000 base bid allowance for concrete repair work.

Based on the exposed, previously concealed conditions, WJE determined that the structural capacity of the two columns (Columns 10A and 11A) have been significantly reduced and recommended immediate shoring and repairs for the two columns. WJE also recommended additional investigation efforts be performed at other locations of the garage, which have since been completed. As a result of the additional investigation locations, and although the exposed conditions do not represent an imminently hazardous structural concern, concrete repairs at Column 13E supporting Level 6 are recommended directly following the repairs at Columns 10A and 11A due to the shoring materials that will be onsite.

For more information, please refer to the current project Construction Documents, Site Visit Reports No. 7 and No. 8, and our original condition assessment report dated April 30, 2021.

SCOPE OF SERVICES

Based on the known conditions at the site thus far, and as outlined in Site Visit Report No. 7 and No.8, WJE proposes the following scope of services to address the deteriorated and distressed columns – Column 10A, 11A, and 13E:

1. **Shoring (In Progress, 90% Complete).** Coordinate emergency shoring at Columns 10A and 11A. This includes coordination with Pullman SST, the contractor on the project, and their shoring supplier and designer, Sunbelt Rentals, as well as review of the shoring shop drawings (inclusive of re-submissions) and review of the shoring assembly, once installed.
2. **Additional Investigation Locations (Completed).** Identify and review beam-column intersections at other locations within the garage to determine if similar distress is present, and issuance of a site visit report to document our findings and recommendations.
3. **Structural Analysis and Repair Design Development (In Progress, 75% Complete).** Develop conceptual approach and detailing for the durable repair of the columns. This includes the necessary structural analysis, repair detail development, and general notes and material specifications. This item also considers the evaluation of the existing conflicting stair tower, fire suppression lines, and utilities in the region of the repair.
4. **Bidding Assistance (In Progress).** Coordinate change order requests from Pullman SST to perform the work, including the review and comment on the received quote.
5. **Construction Period Services.** For the purposes of this proposal, we anticipate performing 6 site visits during and following the repairs to verify the work is completed in accordance with the intent of the repair details. Each site visit will be documented in a written site visit report. We will also review relevant material and product data submittals as needed.

TERMS AND CONDITIONS

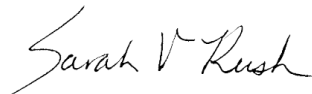
WJE will perform the above Scope of Services for a fixed fee of \$47,000 inclusive of related expenses. All of WJE's work will be performed in accordance with the previously agreed upon Terms and Conditions.

CLOSING

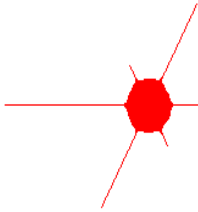
Thank you for the continued opportunity to assist with the repair and restoration of the City of Birmingham parking structures.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Sarah V. Rush
Senior Associate and Project Manager



Wm Crook

FIRE PROTECTION CO.

211E. LINCOLN, ROYAL OAK, MI. 48067 (248)-543-6888
(248)-543-2204 FAX

PROPOSAL

#4282

Date: April 5, 2022
To: City of Birmingham
Attention: Ryan Weingartz
Email: rweingartz@bhamgov.org
Location: Peabody Garage
Project: Rework Low Point Drain
From: Garrett Crook, Jr.

We propose to provide all engineering, fabrication, labor, materials, equipment and facilities required to rework the piping interfering with the structural concrete reinforcing,

For the NOT TO EXCEED sum of:

Three Thousand Dollars

\$3,000.00

Our proposal **does not** include the following items:

- Permits
- Overtime labor

We appreciate this opportunity to quote and would be happy to answer any questions regarding our proposal.

**AGREEMENT FOR EMERGENCY
PEABODY STREET SHORING AND ADDITIONAL COLUMN
INVESTIGATION**

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and PULLMAN SST., INC. a Michigan, whose address is 280 West Jefferson Avenue, Trenton, MI 48183 (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City requires to have emergency shoring and additional column investigation to the Peabody Street Parking Structure; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the needed emergency repairs.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

- 1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Proposal and Scope of Work dated February 28, 2022 shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto mutually agree that the cost for emergency shoring known as change order 5 shall not exceed \$71,150 (attached hereto as Attachment "A"). It is mutually agreed by and between the parties that the City's Request for Proposal and Scope of Work dated March 3, 2022 shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto mutually agree that the cost for additional column investigation known as change order 6 shall not exceed \$11,750 (attached hereto as Attachment "B"). It is mutually agreed by and between the parties that the City's Request for Proposal and Scope of Work dated March 31, 2022 shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto mutually agree that the cost for additional column investigation known as change order 7 shall not exceed \$12,000 (attached hereto as Attachment "C"). It is mutually agreed by and between the parties that the City's Request for Proposal and Scope of Work email dated April 4, 2022 that column repairs will not exceed \$90,000 \$ (attached hereto as Attachment "D").

- 2. TERM:** This Agreement shall commence immediately as it is urgent, and when all necessary work is complete to the city satisfaction or at any time without cause by city after 30-day notice is required. In the event of termination, the Contractor shall receive compensation for

services to the date the termination takes effect and the City shall be entitled to retain and use the results of all goods and services prepared by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor the City agree that the Contractor is acting as an independent contractor with respect to the Contractor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency.

The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation

Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. *Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. *Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Ryan Weingartz, Parking Systems Manager

Contractor: Pullman SST, Inc.
280 West Jefferson Ave.
Trenton, MI 48183
(734) 282-7760
Attn: James Travnik, Project Manager

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor's staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor's staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction

shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

21. RESPONSE FOR EMERGENCY: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated February 28, 2022 and March 3, 2022, and attached hereto as Attachment "A" and Attachment "B".

22. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

PULLMAN SST, INC.

By: [Signature]
Its: PROJECT MANAGER

STATE OF MICHIGAN)
Wayne) ss:
COUNTY OF ~~OAKLAND~~)

On this 5th day of April, 2022, before me personally appeared Jim Jaworski who acknowledged that with authority on behalf of Pullman SST to

do so he/she signed this Agreement.

Tanja Begegan

Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My commission expires: 02/27/2027

TANJA BEGEMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Feb 27, 2027
ACTING IN COUNTY OF Wayne



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus
Thomas M. Markus, City Manager
(Approved as to substance)

Ryan Weingartz
Ryan Weingartz, Parking Manager
(Approved as to substance)

Mary M. Kucharek
Mary M. Kucharek, City Attorney
(Approved as to form)

(If applicable) Mark A. Gerber
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A



Detroit Branch
280 West Jefferson
Trenton, MI 48183
Phone 734-282-7760
www.pullman-services.com

February 28, 2022

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Ste, 3580
Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
PEABODY STREET -- EMERGENCY SHORING
REQUEST FOR CHANGE ORDER 05**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to provide "emergency shoring" at column lines A.10 and A.11 at the Peabody Street Parking Garage, per specifications and notes provided in their 2/22/22 shoring load detail, as well the significant distress found upon completion of their investigation (included in original base contract). This work is recommended by WJE to relieve the columns of load in order to facilitate future repairs, which shall include shoring of all levels at both columns.

As such, Pullman SST, Inc. is pleased to present the following:

SCOPE OF WORK: EMERGENCY SHORING INSTALLATION

- Core four (4) 4" holes in slab on grade to confirm existing base integrity and construction load requirements
- Install steel barricades with anchoring at all work areas for public safety
- Install MAT 125 shoring and spread beams at all levels at columns A.10 and A.11
 - Includes wood timber at all wash areas associated with column A.10
- Includes equipment rental cost for one (1) twenty-eight (28)-day cycle
- Tear-down and remove all shoring
- Includes motor freight of all equipment
- Includes PE stamped Submittal for WJE review, and one set of reasonable revisions/comments.
 - Submittal shall be limited to drawings and calculations to show the capacity of temporary shoring equipment only

TOTAL LUMP SUM COST: **\$ 59,150.00**

SCOPE OF WORK: EMERGENCY SHORING RENTAL

- Includes equipment rental cost for additional twenty-eight (28)-day rental cycle(s)
- Includes weekly site-visit of Pullman staff to inspect all shoring and barricading and provide maintenance as required

TOTAL MONTHLY COST: **\$ 12,000.00**

2/28/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area
10. Inspections and/or permits

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travnik
Project Manager

John Schuster
Division Manager

ATTACHMENT B



Detroit Branch
280 West Jefferson
Trenton, MI 48183
Phone 734-282-7760
www.pullman-services.com

March 3, 2022

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Ste, 3580
Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
PEABODY STREET – ADDITIONAL COLUMN INVESTIGATION
REQUEST FOR CHANGE ORDER 06**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to provide additional inspection services at various columns at the Peabody Street Parking Garage, per specifications and notes provided in their Site Visit Report #7, dated March 1, 2022. These column investigations shall include the removal of the brick veneer in order to expose the structural column(s) and allow WJE clear access. Once WJE has completed their assessment, the brick veneer will be replaced.

As such, Pullman SST, Inc. is pleased to present the following, inclusive of Project Management, Supervision, General Conditions and equipment:

SCOPE OF WORK: COLUMN INVESTIGATION

- Remove brick veneer (up to 10 SF each) at the following locations:
 - Column 12A – Level 1 beam end
 - Column 13A – Level 1 beam end
 - Column 15A – Level 1 beam end
 - Column 19A – Level 2 beam end
 - Column 13E – Level 6 beam end
 - Column 10J – Level 1 beam end
- Assist WJE with access to all locations as necessary
- Replace brick veneer at above locations
- Final job-site clean-up

TOTAL LUMP SUM COST: \$ 11,750.00

3/3/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area in alleys and city sidewalks
10. City of Birmingham Inspections and/or permits are not included

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travnik
Project Manager

John Schuster
Division Manager

ATTACHMENT C



Detroit Branch
 280 West Jefferson
 Trenton, MI 48183
 Phone 734-282-7760
 www.pullman-services.com

March 31, 2022

City of Birmingham
 151 Martin Street
 Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
 30700 Telegraph Road, Ste. 3580
 Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
 PEABODY STREET – ADDITIONAL COLUMN INVESTIGATION QUANTITIES
 REQUEST FOR CHANGE ORDER 07**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to provide additional inspection services at various columns at the Peabody Street Parking Garage, per specifications and notes provided in their Site Visit Report #7, dated March 1, 2022. These column investigations shall include the removal of the brick veneer in order to expose the structural column(s) and allow WJE clear access. Once WJE has completed their assessment, the brick veneer will be replaced.

During WJE's site visits, additional distress was noted at columns 10J, 11 and 12, which resulted in additional brick to be removed at the request of WJE. Additional brick beyond the original quantity of 60 SF was provided. In addition, Column 19A grew an additional 20 SF, and 13E added an additional 10 SF. Additional resources were incurred to better match the mortar design and brick procurement.

As such, Pullman SST, Inc. is pleased to present the following, inclusive of Project Management, Supervision, General Conditions and equipment:

SCOPE OF WORK: COLUMN INVESTIGATION

- Remove and replacement of brick veneer for an additional 60 SF
- Assist WJE with access to all locations as necessary
- Additional duration for rental equipment for access to 2nd floor column
- Final job-site clean-up

TOTAL LUMP SUM COST – NOT-TO-EXCEED BASIS: _____ \$ 12,000.00

4/4/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area in alleys and city sidewalks
10. City of Birmingham Inspections and/or permits are not included

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travnik
Project Manager

John Schuster
Division Manager

ATTACHMENT D



Ryan Weingartz <rweingartz@bhamgov.org>

FW: Peabody Columns - 75% Drawing Set and Scope Document

2 messages

Rush, Sarah <srush@wje.com>

Mon, Apr 4, 2022 at 11:51 AM

To: Ryan Weingartz <rweingartz@bhamgov.org>

Cc: "Lewis, Matthew" <mlewis@wje.com>, "Thibodeaux, Meredith" <MThibodeaux@wje.com>

Ryan,

Please find Pullman's cost estimate for the column repairs in the email thread below, which is based on the attached in-progress repair documents. I've also attached a simple Excel document which tabulates the anticipated contractor-related costs, including the fire sprinkler line re-routing.

I look forward to our meeting this afternoon.

Kind Regards,

Sarah V. Rush, P.E.
Senior Associate

Wiss, Janney, Elstner Associates, Inc.
Engineers | Architects | Materials Scientists
30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025
tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532
www.wje.com
srush@wje.com

From: Zach Carroll <zcarroll@pullman-services.com>

Sent: Monday, April 4, 2022 11:18 AM

To: Rush, Sarah <srush@wje.com>; Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>

Subject: RE: Peabody Columns - 75% Drawing Set and Scope Document

Sarah,

That's correct. The shoring cost in your spreadsheet is accurate, and would cover the duration of the base bid and alternate repairs.

Thanks!

Zach Carroll

Estimator

PULLMAN

We Make Structures Stronger & Last Longer

280 W. Jefferson Ave.

Trenton, MI 48183

Mobile: 734-752-9266

zcarroll@pullman-services.com

www.pullman-services.com/detroit

From: Rush, Sarah <srush@wje.com>

Sent: Monday, April 4, 2022 11:06 AM

To: Zach Carroll <zcarroll@pullman-services.com>; Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>

Subject: RE: Peabody Columns - 75% Drawing Set and Scope Document

Thank you, Zach! Can you please confirm your estimates assume a total of 2 months of shoring (1 month included in base installation cost and 1 add'l month of rental), which was discussed with John and Jim on Friday.

Thank you,

Sarah V. Rush, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025

tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532

www.wje.com

srush@wje.com

From: Zach Carroll <zcarroll@pullman-services.com>

Sent: Monday, April 4, 2022 11:01 AM

To: Rush, Sarah <srush@wje.com>; Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>

Subject: RE: Peabody Columns - 75% Drawing Set and Scope Document

Good Morning Sarah,

Based on the work scope and 75% drawings, our budgetary price for the 10A and 11A Column repairs is \$75,000.

For the add alternate at column 13E, we would be looking at a budget of \$6,000.

Let us know if you have any questions.

Thanks!

5H

Zach Carroll

Estimator



We Make Structures Stronger & Last Longer

280 W. Jefferson Ave.

Trenton, MI 48183

Mobile: 734-752-9266

zcarroll@pullman-services.com

www.pullman-services.com/detroit

From: Rush, Sarah <srush@wje.com>

Sent: Monday, April 4, 2022 8:48 AM

To: Jim Travnik <jtravnik@pullman-services.com>; John Schuster <jschuster@pullman-services.com>; Zach Carroll <zcarroll@pullman-services.com>

Subject: Peabody Columns - 75% Drawing Set and Scope Document

Hi Jim, John, and Zach,

Please find the attached scoping document and our 75% complete "For Budgetary Pricing" drawing set. Please don't hesitate to call if you have any questions.

My meeting with Ryan is today at 3pm. It would be best if we can receive your pricing information between 12-2pm if possible. See the yellow highlighted cells in the attached excel document for the pricing information requested for Pullman, which I've updated from our meeting on Friday.

Kind Regards,

Sarah V. Rush, P.E.

Senior Associate

Wiss, Janney, Elstner Associates, Inc.

Engineers | Architects | Materials Scientists

30700 Telegraph Rd. Suite 3580, Bingham Farms, MI 48025

tel 248.594.0153 | mobile 248.508.1544 | fax 248.593.8532

www.wje.com

srush@wje.com

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The information contained in this transmission and any attachments are for the sole use of the intended recipient(s) and may be confidential, privileged, copyrighted or may constitute intellectual property. Any unauthorized review, use, disclosure or distribution of this transmission and any attachments is strictly prohibited. If you have received this transmission in error, please contact the sender and destroy all paper and/or electronic copies of this transmission.

3 attachments

 **2022-04-04_PeabodyColumn-Scope_MEMO.pdf**
82K

 **2022-04-04_PeabodyColumns_75%Set.pdf**
1146K

 **Cost-Impacts_WJE-Estimate.xlsx**
12K

Rush, Sarah <srush@wje.com>
To: Ryan Weingartz <rweingartz@bhamgov.org>

Mon, Apr 4, 2022 at 3:25 PM

[Quoted text hidden]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	INSURER A: National Union Fire Insurance Company of P	NAIC # 19445
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: AIU Insurance Company	19399
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W22437557 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	693-89-32	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			286-74-23	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00062096LI21A	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	N/A	WC 063-72-4479	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COI # : IC-0505443
Proposal / Job # 612519
Birmingham Park, Peabody, and Chester Parking Structure

When required by written contract, The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers

CERTIFICATE HOLDER

City of Birmingham MI
151 Martin Street
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arlene Mcumber



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

thereof are included as Additional Insureds with respect to General Liability.

When required by written contract, the General Liability insurance is primary and non-contributory with other General Liability insurance maintained by the Additional Insureds.





MEMORANDUM

Treasury

DATE: September 13, 2022

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Confirmation of SAD Roll 899 2022 Cape Seal

INTRODUCTION:

A public hearing on the confirmation of the special assessment roll for cape seal improvements on Banbury, Bradford, Croft, Humphrey, Penistone, Sheffield, Taunton, and Torry is being held on September 19, 2022. The special assessment will reimburse the city for improvements made on those streets. If the City Commission approves the roll, the property owners who benefit from these improvements will be billed for the cost of the improvements.

Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code.

BACKGROUND:

At the City Commission meeting on September 12, 2022, the City Commission determined the necessity of the 2022 Cape Seal project and a Hearing of Confirmation of the Special Assessment Roll was set for September 19, 2022.

LEGAL REVIEW:

The purpose of this hearing is to review and hear any objections to the special assessment roll. The special assessment roll is a listing of all of the properties to be assessed for the improvements to the property. Pursuant to the City Code at section 94-9, whenever a special assessment roll shall be confirmed by the commission, it should be final and conclusive. Further the City Attorney has prepared a memo regarding the Special Assessment Appeal Process with the Michigan Tax Tribunal.

FISCAL IMPACT:

If confirmed, the preliminary assessment roll would be \$403,132.85. Once the project is completed and final costs are known, the roll will be adjusted to actual costs as provided by City

Code. Historically, cape seal projects have generally been a one-year assessment. On a rare occasion, the City has allowed up to a 3-year assessment due to the dollar amount assessed to each property or during a recession. The median of the assessments is approximately \$1,700 and the average is approximately \$2,000. Based on this information, staff is recommending a 3-year assessment.

PUBLIC COMMUNICATIONS:

Property owners were notified by mail of the public hearing dates. If the City Commission confirms the special assessment rolls, the Treasurer's office will notify the property owners in the special assessment district of the confirmation and the lien on their property.

SUMMARY:

The Treasurer's office recommends that the City Commission conduct the public hearing of confirmation of special assessment district 899 and further to confirm the rolls as attached to this report.

ATTACHMENTS:

- Proposed Special Assessment Roll
- Memorandum: Hearing of Necessity for 2022 Cape Seal SAD
- Memorandum: Birmingham Special Assessment Appeal Process

SUGGESTED COMMISSION ACTION:

Motion adopting a resolution confirming special assessment roll 899 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 899, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction and

The Commission Resolution 08-208-22 provided it would meet this 19th day of September, 2022 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this September 19th, 2022, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 899 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessment shall be payable in three (3) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of six and one half percent (6.5%) on all unpaid installments.

SAD 899 Assessment Roll
2022 Cape Seal

Sidwell Number	Street Address	Cape-Seal Assessment
20-31-330-013	1611 Banbury	\$ 751.40
20-31-332-001	1612 Banbury	\$ 751.40
20-31-330-014	1629 Banbury	\$ 676.26
20-31-332-002	1630 Banbury	\$ 691.29
20-31-330-015	1647 Banbury	\$ 601.12
20-31-332-003	1658 Banbury	\$ 691.29
20-31-330-016	1675 Banbury	\$ 751.40
20-31-332-004	1676 Banbury	\$ 751.40
20-31-330-017	1693 Banbury	\$ 751.40
20-31-332-005	1698 Banbury	\$ 751.40
20-31-330-018	1711 Banbury	\$ 751.40
20-31-332-006	1712 Banbury	\$ 751.40
20-31-330-019	1725 Banbury	\$ 751.40
20-31-332-007	1730 Banbury	\$ 751.40
20-31-330-020	1739 Banbury	\$ 751.40
20-31-332-008	1748 Banbury	\$ 751.40
20-31-330-021	1755 Banbury	\$ 751.40
20-31-332-009	1770 Banbury	\$ 751.40
20-31-330-022	1773 Banbury	\$ 751.40
20-31-332-010	1792 Banbury	\$ 976.82
20-31-330-023	1795 Banbury	\$ 751.40
20-31-332-010	1792 Banbury	\$ 1,311.00
20-31-330-023	1795 Banbury	\$ 1,282.50
20-31-331-017	1807 Banbury	\$ 2,897.50
20-31-376-001	1810 Banbury	\$ 3,013.40
20-31-376-002	1814 Banbury	\$ 1,776.50
20-31-331-018	1815 Banbury	\$ 1,744.20
20-31-376-003	1824 Banbury	\$ 1,841.10
20-31-331-019	1827 Banbury	\$ 1,744.20
20-31-331-020	1835 Banbury	\$ 1,744.20
20-31-376-004	1836 Banbury	\$ 1,711.90
20-31-331-021	1847 Banbury	\$ 1,744.20
20-31-376-005	1848 Banbury	\$ 1,615.00
20-31-331-022	1857 Banbury	\$ 1,744.20
20-31-331-023	1857 Banbury	\$ 969.00
20-31-376-006	1860 Banbury	\$ 1,841.10
20-31-331-024	1863 Banbury	\$ 1,615.00
20-31-376-007	1872 Banbury	\$ 1,938.00
20-31-331-025	1875 Banbury	\$ 1,615.00
20-31-376-008	1884 Banbury	\$ 1,938.00
20-31-331-026	1887 Banbury	\$ 1,615.00
20-31-376-009	1896 Banbury	\$ 2,261.00

**SAD 899 Assessment Roll
2022 Cape Seal**

Sidwell Number	Street Address	Cape-Seal Assessment
20-31-331-027	1899 Banbury	\$ 1,615.00
20-31-383-006	1708 Bradford	\$ 3,230.00
20-31-383-007	1720 Bradford	\$ 2,519.40
20-31-383-008	1732 Bradford	\$ 2,325.60
20-31-380-006	1741 Bradford	\$ 3,100.80
20-31-383-009	1750 Bradford	\$ 1,938.00
20-31-380-010	1785 Bradford	\$ 2,680.90
20-31-383-010	1786 Bradford	\$ 2,519.40
20-31-383-011	1794 Bradford	\$ 2,261.00
20-31-381-014	1823 Bradford	\$ 1,615.00
20-31-381-015	1857 Bradford	\$ 1,615.00
20-31-381-016	1875 Bradford	\$ 1,615.00
20-31-381-017	1895 Bradford	\$ 2,968.09
20-31-385-001	1920 Bradford	\$ 2,800.60
20-31-382-023	1921 Bradford	\$ 3,399.96
20-31-385-002	1938 Bradford	\$ 1,453.50
20-31-382-024	1943 Bradford	\$ 1,938.00
20-31-385-003	1950 Bradford	\$ 1,679.60
20-31-382-025	1965 Bradford	\$ 1,938.00
20-31-385-004	1966 Bradford	\$ 1,453.50
20-31-382-026	1981 Bradford	\$ 1,970.30
20-31-385-005	1988 Bradford	\$ 1,550.40
20-31-378-006	1615 Croft	\$ 1,062.77
20-31-379-001	1616 Croft	\$ 947.15
20-31-383-012	1934 Croft	\$ 1,453.50
20-31-383-065	1966 Croft	\$ 1,453.50
20-31-383-066	1775 E 14 Mile	\$ 3,876.00
20-31-384-003	1803 E 14 Mile	\$ 8,597.50
		\$ 2,137.50
20-31-385-006	1915 E 14 Mile	\$ 3,230.00
20-31-326-003	1658 E Lincoln	\$ 26,946.58
20-31-328-001	1800 E Lincoln	\$ 1,316.99
20-31-330-001	1606 Humphrey	\$ 1,453.50
20-31-330-002	1620 Humphrey	\$ 1,615.00
20-31-330-003	1638 Humphrey	\$ 1,615.00
20-31-330-004	1656 Humphrey	\$ 1,615.00
20-31-330-005	1672 Humphrey	\$ 1,615.00
20-31-330-006	1694 Humphrey	\$ 1,615.00
20-31-330-007	1708 Humphrey	\$ 1,615.00
20-31-330-008	1722 Humphrey	\$ 1,615.00
20-31-330-009	1736 Humphrey	\$ 1,615.00
20-31-330-010	1752 Humphrey	\$ 1,615.00

**SAD 899 Assessment Roll
2022 Cape Seal**

Sidwell Number	Street Address	Cape-Seal Assessment
20-31-330-011	1778 Humphrey	\$ 1,615.00
20-31-330-012	1790 Humphrey	\$ 2,897.50
20-31-331-001	1810 Humphrey	\$ 3,610.00
20-31-329-011	1823 Humphrey	\$ 1,776.50
20-31-331-002	1824 Humphrey	\$ 1,711.90
20-31-331-003	1836 Humphrey	\$ 1,647.30
20-31-329-012	1837 Humphrey	\$ 1,453.50
20-31-329-013	1845 Humphrey	\$ 1,615.00
20-31-331-004	1848 Humphrey	\$ 1,550.40
20-31-331-005	1860 Humphrey	\$ 1,679.60
20-31-329-014	1861 Humphrey	\$ 1,615.00
20-31-331-006	1872 Humphrey	\$ 1,550.40
20-31-329-015	1873 Humphrey	\$ 1,679.60
20-31-331-007	1884 Humphrey	\$ 1,679.60
20-31-329-016	1885 Humphrey	\$ 2,034.90
20-31-331-008	1890 Humphrey	\$ 1,550.40
20-31-329-017	1893 Humphrey	\$ 2,745.50
20-31-331-009	1898 Humphrey	\$ 1,679.60
20-31-331-010	1910 Humphrey	\$ 1,615.00
20-31-331-011	1942 Humphrey	\$ 1,550.40
20-31-331-012	1968 Humphrey	\$ 1,679.60
20-31-331-013	1990 Humphrey	\$ 1,808.80
20-31-332-011	1501 Penistone	\$ 1,744.20
20-31-377-001	1508 Penistone	\$ 2,357.90
20-31-332-012	1509 Penistone	\$ 1,711.90
20-31-332-013	1515 Penistone	\$ 1,711.90
20-31-377-002	1516 Penistone	\$ 2,228.70
20-31-332-014	1521 Penistone	\$ 1,615.00
20-31-377-003	1522 Penistone	\$ 1,453.50
20-31-332-015	1533 Penistone	\$ 1,615.00
20-31-377-004	1534 Penistone	\$ 1,615.00
20-31-332-016	1545 Penistone	\$ 1,615.00
20-31-377-005	1546 Penistone	\$ 1,615.00
20-31-332-017	1551 Penistone	\$ 2,970.84
20-31-377-006	1552 Penistone	\$ 2,965.43
20-31-376-010	1555 Penistone	\$ 2,642.33
20-31-378-001	1558 Penistone	\$ 3,293.50
20-31-376-011	1561 Penistone	\$ 1,647.30
20-31-378-002	1564 Penistone	\$ 2,164.10
20-31-376-012	1567 Penistone	\$ 1,615.00
20-31-378-003	1572 Penistone	\$ 2,293.30
20-31-376-013	1573 Penistone	\$ 1,615.00

**SAD 899 Assessment Roll
2022 Cape Seal**

Sidwell Number	Street Address	Cape-Seal Assessment
20-31-376-014	1575 Penistone	\$ 1,938.00
20-31-378-004	1586 Penistone	\$ 2,164.10
20-31-376-015	1587 Penistone	\$ 2,261.00
20-31-378-005	1594 Penistone	\$ 2,422.50
20-31-376-016	1595 Penistone	\$ 2,261.00
20-31-382-008	1617 Penistone	\$ 1,776.50
20-31-381-009	1628 Penistone	\$ 1,970.30
20-31-382-009	1641 Penistone	\$ 1,776.50
20-31-381-010	1680 Penistone	\$ 1,970.30
20-31-382-010	1681 Penistone	\$ 1,776.50
20-31-381-011	1708 Penistone	\$ 1,970.30
20-31-382-011	1717 Penistone	\$ 1,776.50
20-31-381-012	1740 Penistone	\$ 1,970.30
20-31-382-012	1749 Penistone	\$ 1,776.50
20-31-381-013	1772 Penistone	\$ 2,099.50
20-31-382-013	1777 Penistone	\$ 1,776.50
20-31-329-021	1298 S Eton	\$ 1,025.91
20-31-356-014	1589 Sheffield	\$ 1,148.08
20-31-379-019	1601 Sheffield	\$ 1,330.00
20-31-380-005	1710 Sheffield	\$ 1,092.50
20-31-378-010	1885 Sheffield	\$ 1,235.00
20-31-381-004	1888 Sheffield	\$ 1,282.50
20-31-376-021	1903 Sheffield	\$ 997.50
20-31-382-001	1908 Sheffield	\$ 1,282.50
20-31-376-017	1979 Sheffield	\$ 1,254.29
20-31-331-028	1995 Sheffield	\$ 1,101.15
20-31-379-003	No Number Taunton	\$ 1,292.00
20-31-329-002	1243 Taunton	\$ 2,261.00
20-31-329-022	1265 Taunton	\$ 1,292.00
20-31-329-023	1277 Taunton	\$ 1,292.00
20-31-329-004	1291 Taunton	\$ 2,888.00
20-31-377-013	1544 Taunton	\$ 1,581.73
20-31-377-014	1566 Taunton	\$ 1,615.00
20-31-377-015	1570 Taunton	\$ 1,938.00
20-31-377-016	1598 Taunton	\$ 4,683.50
20-31-377-012	1626 Taunton	\$ 2,083.03
20-31-379-004	1631 Taunton	\$ 1,615.00
20-31-377-011	1652 Taunton	\$ 1,615.00
20-31-379-005	1653 Taunton	\$ 1,833.35
20-31-379-006	1665 Taunton	\$ 1,615.00
20-31-377-010	1678 Taunton	\$ 3,040.00
20-31-379-007	1691 Taunton	\$ 2,816.56

**SAD 899 Assessment Roll
2022 Cape Seal**

Sidwell Number	Street Address	Cape-Seal Assessment
20-31-354-049	1742 Taunton	\$ 1,204.47
20-31-354-048	1760 Taunton	\$ 1,324.30
20-31-356-004	1761 Taunton	\$ 1,776.50
20-31-354-047	1772 Taunton	\$ 1,453.50
20-31-356-003	1773 Taunton	\$ 2,099.50
20-31-354-054	1784 Taunton	\$ 1,388.90
20-31-354-050	1700 Torry	\$ 2,748.64
20-31-356-005	1714 Torry	\$ 3,455.82
20-31-356-006	1722 Torry	\$ 1,453.50
20-31-379-008	1727 Torry	\$ 2,099.50
20-31-379-009	1741 Torry	\$ 1,938.00
20-31-356-007	1744 Torry	\$ 1,453.50
20-31-379-010	1755 Torry	\$ 2,261.00
20-31-356-008	1758 Torry	\$ 1,292.00
20-31-356-009	1772 Torry	\$ 1,292.00
20-31-356-010	1784 Torry	\$ 1,453.50
20-31-356-011	1798 Torry	\$ 1,453.50
20-31-328-014	1819 W Melton	\$ 3,268.00
20-31-329-001	1822 W Melton	\$ 3,630.62
20-31-328-015	1833 W Melton	\$ 2,454.80
20-31-329-005	1854 W Melton	\$ 3,456.10
20-31-328-016	1857 W Melton	\$ 2,454.80
20-31-328-017	1875 W Melton	\$ 2,454.80
20-31-329-006	1884 W Melton	\$ 2,584.00
20-31-328-018	1891 W Melton	\$ 2,454.80
20-31-329-007	1904 W Melton	\$ 2,616.30
20-31-328-019	1909 W Melton	\$ 2,519.40
20-31-329-008	1932 W Melton	\$ 2,584.00
20-31-328-022	1947 W Melton	\$ 2,551.70
20-31-329-009	1968 W Melton	\$ 2,584.00
20-31-328-023	1983 W Melton	\$ 3,960.95
20-31-356-001	33202 Woodward	\$ 3,230.00
20-31-354-011	33300 Woodward	\$ 3,230.00

\$ 403,132.85



MEMORANDUM

ENGINEERING DEPARTMENT

DATE: September 8, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, Assistant City Engineer
Melissa A. Coatta, City Engineer

SUBJECT: 2022 Cape Seal Program
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:

Design has been completed for cape-seal treatment on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton. The existing unimproved road surface will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.

BACKGROUND:

The streets in the project area are located in the southeast portion of the City. Since the 1940's, cape-seal treatments have been applied to these streets to improve their stability and eliminate dust associated with the original gravel roads. Cape-seal treatments were last applied to these streets in 2010, and the expected life of this treatment is 7-10 years. This proposed project is planned for construction on Banbury and Humphrey in Fall of 2022 and the remainder in Spring of 2023.

The City policy has been to defray the costs of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefitting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached map. Appended to this report is a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and found no issues.

FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for 2022 Cape Seal Program will defray the costs incurred by the City for construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

For Banbury from Torry to Taunton, the assessable rate is \$38.00 per foot minus fines paid by contractor for direct road damage.

PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department has sent all property owners a letter explaining the associated work.

The Engineering Department did receive phone calls from properties owners with questions. One verbal protest was received by the department from 33300 Woodward Ave and one written letter of protest was received from the owners of 1755 Banbury.

SUMMARY:

The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2022 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for confirmation of the roll will be held at the City Commission meeting on September 19, 2022.

ATTACHMENTS:

- Map of proposed Cape Seal Special Assessment District
- Spreadsheet with Estimated Costs of Services
- Clerk's Confirmation of Public Hearing Notice
- Letter of Protest from 1755 Banbury

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution declaring necessity and approving a Special Assessment District with special assessments levied in accordance with benefits that will be derived for the properties within such assessment district. The City Commission further directs the Manager and City staff to follow all the prescribed requirements and steps detailed in City Code Chapter 94 for Special Assessments. The Special Assessment District shall include all properties within the following district of 198 parcels (listed below), within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton.

And, the City Commission will meet on Monday, September 19, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for cape-seal for the 198 parcels within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton and Eton.

Parcel ID	Street Address
2031330013	1611 Banbury
2031332001	1612 Banbury
2031330014	1629 Banbury
2031332002	1630 Banbury
2031330015	1647 Banbury
2031332003	1658 Banbury
2031330016	1675 Banbury
2031332004	1676 Banbury
2031330017	1693 Banbury
2031332005	1698 Banbury
2031330018	1711 Banbury
2031332006	1712 Banbury
2031330019	1725 Banbury
2031332007	1730 Banbury

Parcel ID	Street Address
2031330020	1739 Banbury
2031332008	1748 Banbury
2031330021	1755 Banbury
2031332009	1770 Banbury
2031330022	1773 Banbury
2031332010	1792 Banbury
2031330023	1795 Banbury
2031331017	1807 Banbury
2031376001	1810 Banbury
2031376002	1814 Banbury
2031331018	1815 Banbury
2031376003	1824 Banbury
2031331019	1827 Banbury
2031331020	1835 Banbury

2031376004	1836 Banbury
2031331021	1847 Banbury
2031376005	1848 Banbury
2031331022	1857 Banbury
2031331023	1857 Banbury
2031376006	1860 Banbury
2031331024	1863 Banbury
2031376007	1872 Banbury
2031331025	1875 Banbury
2031376008	1884 Banbury
2031331026	1887 Banbury
2031376009	1896 Banbury
2031331027	1899 Banbury
2031383006	1708 Bradford
2031383007	1720 Bradford
2031383008	1732 Bradford
2031380006	1741 Bradford
2031383009	1750 Bradford
2031380010	1785 Bradford
2031383010	1786 Bradford
2031383011	1794 Bradford
2031381014	1823 Bradford
2031381015	1857 Bradford
2031381016	1875 Bradford
2031381017	1895 Bradford
2031385001	1920 Bradford
2031382023	1921 Bradford
2031385002	1938 Bradford

2031382024	1943 Bradford
2031385003	1950 Bradford
2031382025	1965 Bradford
2031385004	1966 Bradford
2031382026	1981 Bradford
2031385005	1988 Bradford
2031378006	1615 Croft
2031379001	1616 Croft
2031383012	1934 Croft
2031383065	1966 Croft
2031383066	1775 E 14 Mile
2031384003	1803 E 14 Mile
2031385006	1915 E 14 Mile
2031326003	1658 E Lincoln
2031328001	1800 E Lincoln
2031330001	1606 Humphrey
2031330002	1620 Humphrey
2031330003	1638 Humphrey
2031330004	1656 Humphrey
2031330005	1672 Humphrey
2031330006	1694 Humphrey
2031330007	1708 Humphrey
2031330008	1722 Humphrey
2031330009	1736 Humphrey
2031330010	1752 Humphrey
2031330011	1778 Humphrey
2031330012	1790 Humphrey
2031331001	1810 Humphrey

2031329011	1823 Humphrey
2031331002	1824 Humphrey
2031331003	1836 Humphrey
2031329012	1837 Humphrey
2031329013	1845 Humphrey
2031331004	1848 Humphrey
2031331005	1860 Humphrey
2031329014	1861 Humphrey
2031331006	1872 Humphrey
2031329015	1873 Humphrey
2031331007	1884 Humphrey
2031329016	1885 Humphrey
2031331008	1890 Humphrey
2031329017	1893 Humphrey
2031331009	1898 Humphrey
2031331010	1910 Humphrey
2031331011	1942 Humphrey
2031331012	1968 Humphrey
2031331013	1990 Humphrey
2031332011	1501 Penistone
2031377001	1508 Penistone
2031332012	1509 Penistone
2031332013	1515 Penistone
2031377002	1516 Penistone
2031332014	1521 Penistone
2031377003	1522 Penistone
2031332015	1533 Penistone
2031377004	1534 Penistone

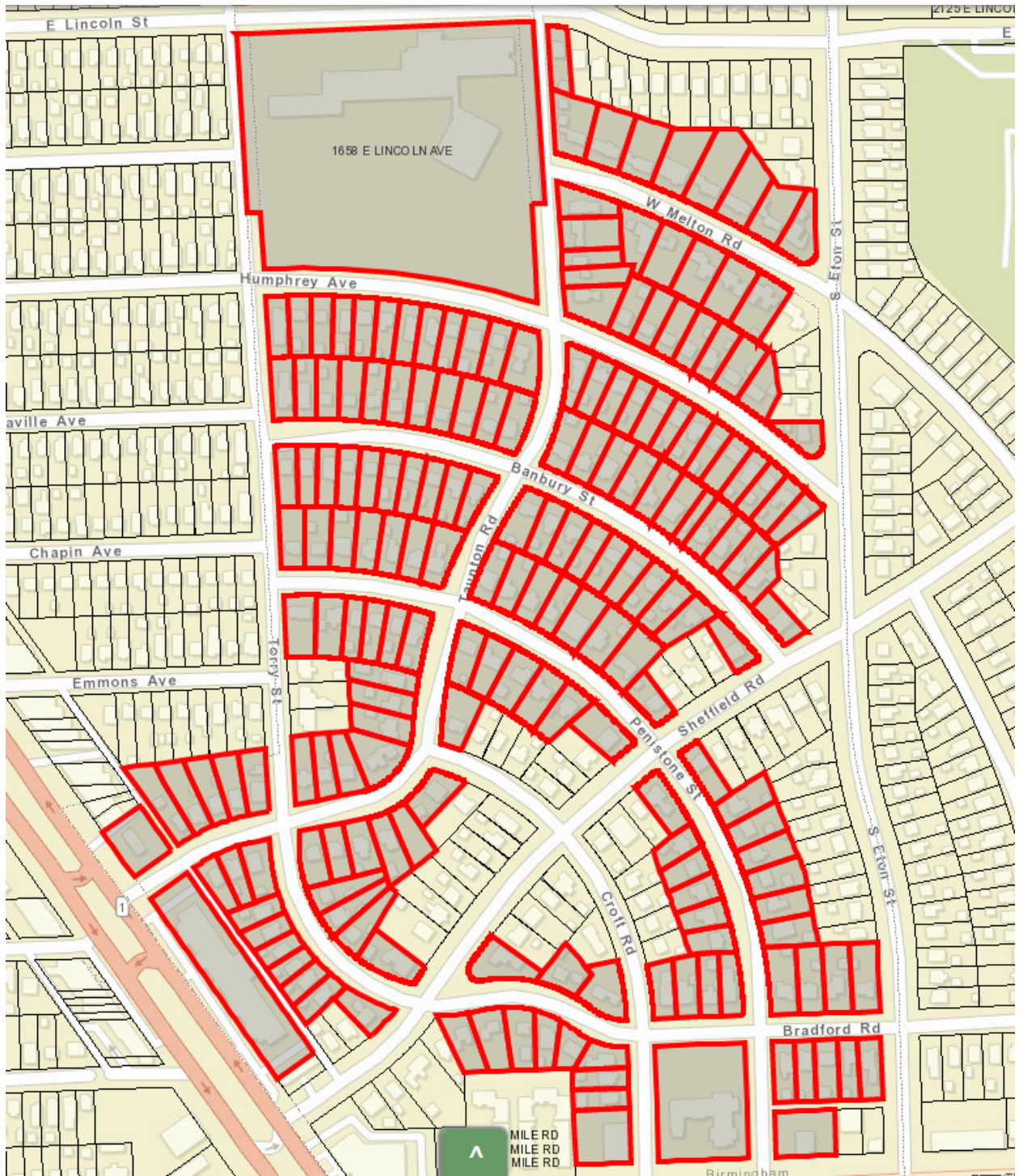
2031332016	1545 Penistone
2031377005	1546 Penistone
2031332017	1551 Penistone
2031377006	1552 Penistone
2031376010	1555 Penistone
2031378001	1558 Penistone
2031376011	1561 Penistone
2031378002	1564 Penistone
2031376012	1567 Penistone
2031378003	1572 Penistone
2031376013	1573 Penistone
2031376014	1575 Penistone
2031378004	1586 Penistone
2031376015	1587 Penistone
2031378005	1594 Penistone
2031376016	1595 Penistone
2031382008	1617 Penistone
2031381009	1628 Penistone
2031382009	1641 Penistone
2031381010	1680 Penistone
2031382010	1681 Penistone
2031381011	1708 Penistone
2031382011	1717 Penistone
2031381012	1740 Penistone
2031382012	1749 Penistone
2031381013	1772 Penistone
2031382013	1777 Penistone
2031329021	1298 S Eton

2031356014	1589 Sheffield
2031379019	1601 Sheffield
2031380005	1710 Sheffield
2031378010	1885 Sheffield
2031381004	1888 Sheffield
2031376021	1903 Sheffield
2031382001	1908 Sheffield
2031376017	1979 Sheffield
2031331028	1995 Sheffield
2031379003	No Number Taunton
2031329002	1243 Taunton
2031329022	1265 Taunton
2031329023	1277 Taunton
2031329004	1291 Taunton
2031377013	1544 Taunton
2031377014	1566 Taunton
2031377015	1570 Taunton
2031377016	1598 Taunton
2031377012	1626 Taunton
2031379004	1631 Taunton
2031377011	1652 Taunton
2031379005	1653 Taunton
2031379006	1665 Taunton
2031377010	1678 Taunton
2031379007	1691 Taunton
2031354049	1742 Taunton
2031354048	1760 Taunton
2031356004	1761 Taunton

2031354047	1772 Taunton
2031356003	1773 Taunton
2031354054	1784 Taunton
2031354050	1700 Torry
2031356005	1714 Torry
2031356006	1722 Torry
2031379008	1727 Torry
2031379009	1741 Torry
2031356007	1744 Torry
2031379010	1755 Torry
2031356008	1758 Torry
2031356009	1772 Torry
2031356010	1784 Torry
2031356011	1798 Torry
2031328014	1819 W Melton
2031329001	1822 W Melton
2031328015	1833 W Melton
2031329005	1854 W Melton
2031328016	1857 W Melton
2031328017	1875 W Melton
2031329006	1884 W Melton
2031328018	1891 W Melton
2031329007	1904 W Melton
2031328019	1909 W Melton
2031329008	1932 W Melton
2031328022	1947 W Melton
2031329009	1968 W Melton

2031328023	1983 W Melton
2031356001	33202 Woodward

2031354011	33300 Woodward
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Cape Seal Special Assessment District Map

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment	
2031330013	1611 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332001	1612 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330014	1629 Banbury	45	Banbury			38.25	\$ 17.68	\$ 676.26	*
2031332002	1630 Banbury	46	Banbury			39.10	\$ 17.68	\$ 691.29	*
2031330015	1647 Banbury	40	Banbury			34.00	\$ 17.68	\$ 601.12	*
2031332003	1658 Banbury	46	Banbury			39.10	\$ 17.68	\$ 691.29	*
2031330016	1675 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332004	1676 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330017	1693 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332005	1698 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330018	1711 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332006	1712 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330019	1725 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332007	1730 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330020	1739 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332008	1748 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330021	1755 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332009	1770 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031330022	1773 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332010	1792 Banbury	65	Banbury			55.25	\$ 17.68	\$ 976.82	*
2031330023	1795 Banbury	50	Banbury			42.50	\$ 17.68	\$ 751.40	*
2031332010	1792 Banbury			138	Taunton	34.50	\$ 38.00	\$ 1,311.00	
2031330023	1795 Banbury			135	Taunton	33.75	\$ 38.00	\$ 1,282.50	
2031331017	1807 Banbury	50	Banbury	135	Taunton	76.25	\$ 38.00	\$ 2,897.50	
2031376001	1810 Banbury	53	Banbury	137	Taunton	79.30	\$ 38.00	\$ 3,013.40	
2031376002	1814 Banbury	55	Banbury			46.75	\$ 38.00	\$ 1,776.50	
2031331018	1815 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031376003	1824 Banbury	57	Banbury			48.45	\$ 38.00	\$ 1,841.10	
2031331019	1827 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031331020	1835 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031376004	1836 Banbury	53	Banbury			45.05	\$ 38.00	\$ 1,711.90	
2031331021	1847 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031376005	1848 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00	
2031331022	1857 Banbury	54	Banbury			45.90	\$ 38.00	\$ 1,744.20	
2031331023	1857 Banbury	30	Banbury			25.50	\$ 38.00	\$ 969.00	
2031376006	1860 Banbury	57	Banbury			48.45	\$ 38.00	\$ 1,841.10	

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031331024	1863 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031376007	1872 Banbury	60	Banbury			51.00	\$ 38.00	\$ 1,938.00
2031331025	1875 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031376008	1884 Banbury	60	Banbury			51.00	\$ 38.00	\$ 1,938.00
2031331026	1887 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031376009	1896 Banbury	70	Banbury			59.50	\$ 38.00	\$ 2,261.00
2031331027	1899 Banbury	50	Banbury			42.50	\$ 38.00	\$ 1,615.00
2031383006	1708 Bradford	100	Bradford			85.00	\$ 38.00	\$ 3,230.00
2031383007	1720 Bradford	78	Bradford			66.30	\$ 38.00	\$ 2,519.40
2031383008	1732 Bradford	72	Bradford			61.20	\$ 38.00	\$ 2,325.60
2031380006	1741 Bradford	96	Bradford			81.60	\$ 38.00	\$ 3,100.80
2031383009	1750 Bradford	60	Bradford			51.00	\$ 38.00	\$ 1,938.00
2031380010	1785 Bradford	83	Bradford			70.55	\$ 38.00	\$ 2,680.90
2031383010	1786 Bradford	78	Bradford			66.30	\$ 38.00	\$ 2,519.40
2031383011	1794 Bradford	45	Croft	85	Bradford	59.50	\$ 38.00	\$ 2,261.00
2031381014	1823 Bradford	50	Bradford			42.50	\$ 38.00	\$ 1,615.00
2031381015	1857 Bradford	50	Bradford			42.50	\$ 38.00	\$ 1,615.00
2031381016	1875 Bradford	50	Bradford			42.50	\$ 38.00	\$ 1,615.00
2031381017	1895 Bradford	50	Bradford	142.43	Penistone	78.11	\$ 38.00	\$ 2,968.09
2031385001	1920 Bradford	47	Bradford	135	Penistone	73.70	\$ 38.00	\$ 2,800.60
2031382023	1921 Bradford	60	Bradford	153.89	Penistone	89.47	\$ 38.00	\$ 3,399.96
2031385002	1938 Bradford	45	Bradford			38.25	\$ 38.00	\$ 1,453.50
2031382024	1943 Bradford	60	Bradford			51.00	\$ 38.00	\$ 1,938.00
2031385003	1950 Bradford	52	Bradford			44.20	\$ 38.00	\$ 1,679.60
2031382025	1965 Bradford	60	Bradford			51.00	\$ 38.00	\$ 1,938.00
2031385004	1966 Bradford	45	Bradford			38.25	\$ 38.00	\$ 1,453.50
2031382026	1981 Bradford	61	Bradford			51.85	\$ 38.00	\$ 1,970.30
2031385005	1988 Bradford	48	Bradford			40.80	\$ 38.00	\$ 1,550.40
2031378006	1615 Croft			111.87	Taunton	27.97	\$ 38.00	\$ 1,062.77
2031379001	1616 Croft			99.7	Taunton	24.93	\$ 38.00	\$ 947.15
2031383012	1934 Croft	45	Croft			38.25	\$ 38.00	\$ 1,453.50
2031383065	1966 Croft	45	Croft			38.25	\$ 38.00	\$ 1,453.50
2031383066	1775 E 14 Mile	120	Croft			102.00	\$ 38.00	\$ 3,876.00
2031384003	1803 E 14 Mile	200	Bradford	225	Croft	226.25	\$ 38.00	\$ 8,597.50
				225	Penistone	56.25	\$ 38.00	\$ 2,137.50
2031385006	1915 E 14 Mile	100	Penistone			85.00	\$ 38.00	\$ 3,230.00

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031326003	1658 E Lincoln	613.88	Humphrey	749.29	Taunton	709.12	\$ 38.00	\$ 26,946.58
2031328001	1800 E Lincoln			138.63	Taunton	34.66	\$ 38.00	\$ 1,316.99
2031330001	1606 Humphrey	45	Humphrey			38.25	\$ 38.00	\$ 1,453.50
2031330002	1620 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330003	1638 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330004	1656 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330005	1672 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330006	1694 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330007	1708 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330008	1722 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330009	1736 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330010	1752 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330011	1778 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031330012	1790 Humphrey	50	Humphrey	135	Taunton	76.25	\$ 38.00	\$ 2,897.50
2031331001	1810 Humphrey	70	Humphrey	142	Taunton	95.00	\$ 38.00	\$ 3,610.00
2031329011	1823 Humphrey	55	Humphrey			46.75	\$ 38.00	\$ 1,776.50
2031331002	1824 Humphrey	53	Humphrey			45.05	\$ 38.00	\$ 1,711.90
2031331003	1836 Humphrey	51	Humphrey			43.35	\$ 38.00	\$ 1,647.30
2031329012	1837 Humphrey	45	Humphrey			38.25	\$ 38.00	\$ 1,453.50
2031329013	1845 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031331004	1848 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031331005	1860 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031329014	1861 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031331006	1872 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031329015	1873 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031331007	1884 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031329016	1885 Humphrey	63	Humphrey			53.55	\$ 38.00	\$ 2,034.90
2031331008	1890 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031329017	1893 Humphrey	85	Humphrey			72.25	\$ 38.00	\$ 2,745.50
2031331009	1898 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031331010	1910 Humphrey	50	Humphrey			42.50	\$ 38.00	\$ 1,615.00
2031331011	1942 Humphrey	48	Humphrey			40.80	\$ 38.00	\$ 1,550.40
2031331012	1968 Humphrey	52	Humphrey			44.20	\$ 38.00	\$ 1,679.60
2031331013	1990 Humphrey	56	Humphrey			47.60	\$ 38.00	\$ 1,808.80
2031332011	1501 Penistone	54	Penistone			45.90	\$ 38.00	\$ 1,744.20
2031377001	1508 Penistone	73	Penistone			62.05	\$ 38.00	\$ 2,357.90

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031332012	1509 Penistone	53	Penistone			45.05	\$ 38.00	\$ 1,711.90
2031332013	1515 Penistone	53	Penistone			45.05	\$ 38.00	\$ 1,711.90
2031377002	1516 Penistone	69	Penistone			58.65	\$ 38.00	\$ 2,228.70
2031332014	1521 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031377003	1522 Penistone	45	Penistone			38.25	\$ 38.00	\$ 1,453.50
2031332015	1533 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031377004	1534 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031332016	1545 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031377005	1546 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031332017	1551 Penistone	52	Penistone	135.92	Taunton	78.18	\$ 38.00	\$ 2,970.84
2031377006	1552 Penistone	52	Penistone	135.35	Taunton	78.04	\$ 38.00	\$ 2,965.43
2031376010	1555 Penistone	42	Penistone	135.34	Taunton	69.54	\$ 38.00	\$ 2,642.33
2031378001	1558 Penistone	61.86	Penistone	136.36	Taunton	86.67	\$ 38.00	\$ 3,293.50
2031376011	1561 Penistone	51	Penistone			43.35	\$ 38.00	\$ 1,647.30
2031378002	1564 Penistone	67	Penistone			56.95	\$ 38.00	\$ 2,164.10
2031376012	1567 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031378003	1572 Penistone	71	Penistone			60.35	\$ 38.00	\$ 2,293.30
2031376013	1573 Penistone	50	Penistone			42.50	\$ 38.00	\$ 1,615.00
2031376014	1575 Penistone	60	Penistone			51.00	\$ 38.00	\$ 1,938.00
2031378004	1586 Penistone	67	Penistone			56.95	\$ 38.00	\$ 2,164.10
2031376015	1587 Penistone	70	Penistone			59.50	\$ 38.00	\$ 2,261.00
2031378005	1594 Penistone	75	Penistone			63.75	\$ 38.00	\$ 2,422.50
2031376016	1595 Penistone	70	Penistone			59.50	\$ 38.00	\$ 2,261.00
2031382008	1617 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381009	1628 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382009	1641 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381010	1680 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382010	1681 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381011	1708 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382011	1717 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381012	1740 Penistone	61	Penistone			51.85	\$ 38.00	\$ 1,970.30
2031382012	1749 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031381013	1772 Penistone	65	Penistone			55.25	\$ 38.00	\$ 2,099.50
2031382013	1777 Penistone	55	Penistone			46.75	\$ 38.00	\$ 1,776.50
2031329021	1298 S Eton			107.99	Humphrey	27.00	\$ 38.00	\$ 1,025.91
2031356014	1589 Sheffield			120.85	Torry	30.21	\$ 38.00	\$ 1,148.08

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031379019	1601 Sheffield			140	Torry	35.00	\$ 38.00	\$ 1,330.00
2031380005	1710 Sheffield			115	Bradford	28.75	\$ 38.00	\$ 1,092.50
2031378010	1885 Sheffield			130	Penistone	32.50	\$ 38.00	\$ 1,235.00
2031381004	1888 Sheffield			135	Penistone	33.75	\$ 38.00	\$ 1,282.50
2031376021	1903 Sheffield			105	Penistone	26.25	\$ 38.00	\$ 997.50
2031382001	1908 Sheffield			135	Penistone	33.75	\$ 38.00	\$ 1,282.50
2031376017	1979 Sheffield			132.03	Banbury	33.01	\$ 38.00	\$ 1,254.29
2031331028	1995 Sheffield			115.91	Banbury	28.98	\$ 38.00	\$ 1,101.15
2031379003	No Number Taunton	40	Taunton			34.00	\$ 38.00	\$ 1,292.00
2031329002	1243 Taunton	70	Taunton			59.50	\$ 38.00	\$ 2,261.00
2031329022	1265 Taunton	40	Taunton			34.00	\$ 38.00	\$ 1,292.00
2031329023	1277 Taunton	40	Taunton			34.00	\$ 38.00	\$ 1,292.00
2031329004	1291 Taunton	60	Taunton	100	Humphrey	76.00	\$ 38.00	\$ 2,888.00
2031377013	1544 Taunton	48.97	Taunton			41.62	\$ 38.00	\$ 1,581.73
2031377014	1566 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031377015	1570 Taunton	60	Taunton			51.00	\$ 38.00	\$ 1,938.00
2031377016	1598 Taunton	145	Taunton			123.25	\$ 38.00	\$ 4,683.50
2031377012	1626 Taunton	64.49	Taunton			54.82	\$ 38.00	\$ 2,083.03
2031379004	1631 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031377011	1652 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031379005	1653 Taunton	56.76	Taunton			48.25	\$ 38.00	\$ 1,833.35
2031379006	1665 Taunton	50	Taunton			42.50	\$ 38.00	\$ 1,615.00
2031377010	1678 Taunton	50	Taunton	150	Torry	80.00	\$ 38.00	\$ 3,040.00
2031379007	1691 Taunton	50	Taunton	126.48	Torry	74.12	\$ 38.00	\$ 2,816.56
2031354049	1742 Taunton	37.29	Taunton			31.70	\$ 38.00	\$ 1,204.47
2031354048	1760 Taunton	41	Taunton			34.85	\$ 38.00	\$ 1,324.30
2031356004	1761 Taunton	55	Taunton			46.75	\$ 38.00	\$ 1,776.50
2031354047	1772 Taunton	45	Taunton			38.25	\$ 38.00	\$ 1,453.50
2031356003	1773 Taunton	65	Taunton			55.25	\$ 38.00	\$ 2,099.50
2031354054	1784 Taunton	43	Taunton			36.55	\$ 38.00	\$ 1,388.90
2031354050	1700 Torry	45	Taunton	136.33	Torry	72.33	\$ 38.00	\$ 2,748.64
2031356005	1714 Torry	70.65	Taunton	123.56	Torry	90.94	\$ 38.00	\$ 3,455.82
2031356006	1722 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50
2031379008	1727 Torry	65	Torry			55.25	\$ 38.00	\$ 2,099.50
2031379009	1741 Torry	60	Torry			51.00	\$ 38.00	\$ 1,938.00
2031356007	1744 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50

Sidwell Number	Street Address	Short Length (LFT)	Street with Short Length	Long Length (LFT)	Street with Long Length	Total Assessable Length (LFT)	Unit Cost for Assessment	Cape-Seal Assessment
2031379010	1755 Torry	70	Torry			59.50	\$ 38.00	\$ 2,261.00
2031356008	1758 Torry	40	Torry			34.00	\$ 38.00	\$ 1,292.00
2031356009	1772 Torry	40	Torry			34.00	\$ 38.00	\$ 1,292.00
2031356010	1784 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50
2031356011	1798 Torry	45	Torry			38.25	\$ 38.00	\$ 1,453.50
2031328014	1819 W Melton	60	W Melton	140	Taunton	86.00	\$ 38.00	\$ 3,268.00
2031329001	1822 W Melton	70.1	Taunton	143.83	Melton	95.54	\$ 38.00	\$ 3,630.62
2031328015	1833 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031329005	1854 W Melton	107	W Melton			90.95	\$ 38.00	\$ 3,456.10
2031328016	1857 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031328017	1875 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031329006	1884 W Melton	80	W Melton			68.00	\$ 38.00	\$ 2,584.00
2031328018	1891 W Melton	76	W Melton			64.60	\$ 38.00	\$ 2,454.80
2031329007	1904 W Melton	81	W Melton			68.85	\$ 38.00	\$ 2,616.30
2031328019	1909 W Melton	78	W Melton			66.30	\$ 38.00	\$ 2,519.40
2031329008	1932 W Melton	80	W Melton			68.00	\$ 38.00	\$ 2,584.00
2031328022	1947 W Melton	79	W Melton			67.15	\$ 38.00	\$ 2,551.70
2031329009	1968 W Melton	80	W Melton			68.00	\$ 38.00	\$ 2,584.00
2031328023	1983 W Melton	122.63	W Melton			104.24	\$ 38.00	\$ 3,960.95
2031356001	33202 Woodward	100	Taunton			85.00	\$ 38.00	\$ 3,230.00
2031354011	33300 Woodward	100	Taunton			85.00	\$ 38.00	\$ 3,230.00

Notes:

* Assessable rate is \$38.00 minus fines paid by contractors for direct road damage for Banbury from Torry to Taunton



MEMORANDUM

Clerk's Office

DATE: September 7, 2022

TO: Scott Zielinski, Assistant City Engineer

FROM: Christina Woods, Deputy Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: 2022 Cape-Seal Maintenance Treatment Program

The public hearing notice process has been completed for 2022 Cape-Seal Maintenance Treatment Program. Please see attachments for further confirmation.

Mailing Date:8/23/22

Test Mail Return Date:8/29/22

Publishing Dates in the Birmingham Eccentric: 8/24/22, 9/4/22

Posted on www.bhamgov.org/publicnotices: 8/30/22

Attachments:

1. Public Hearing Notice
2. Addresses
3. Letter mailed to owners & occupants
4. Mail Machine Counter Report and Test Mail Return
5. Affidavit of publishing

NOTICE OF PUBLIC HEARINGS		
BIRMINGHAM CITY COMMISSION		
PUBLIC HEARING OF NECESSITY		
PUBLIC HEARING OF CONFIRMATION		
FOR THE 2022 CAPE-SEAL MAINTENANCE TREATMENT PROGRAM		
Meeting Location:	Date, Time,	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 12, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date, Time,	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 19, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:		On Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton
Nature of Improvement:		Nature of Improvement: Road surface cape-seal treatment and ADA sidewalk ramps for all properties within the project area
City Staff Contact:		Scott Zielinski, Assistant City Engineer, 248.530.1838, szielinski@bhamgov.org
Notice Requirements:		Mail to affected property owners, Publish August 28, September 4 2022
Approved minutes may be reviewed at:		City Clerk's Office or www.bhamgov.org/commissionagendas
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655 079 760		
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.		
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.		
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.		
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.		
<i>Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).</i>		

Attachment 2: Addresses of owners and occupants within project area

Parcel	Name 1	Name 2	Address	City	State	Zip
1	2031329002 ALFONSO ROLDAN	LISA ROLDAN	1243 TAUNTON RD	BIRMINGHAM	MI	48009
2	2031329022 SAMUEL SCHWARTZ		1265 TAUNTON RD	BIRMINGHAM	MI	48009
3	2031329023 MARK E DEMERIS	AMY C DEMERIS	1277 TAUNTON RD	BIRMINGHAM	MI	48009
4	2031329004 Occupant		1291 TAUNTON RD	BIRMINGHAM	MI	48009
5	2031329021 ELAINE M MILKO	THOMAS C MILKO JR	1298 S ETON ST	BIRMINGHAM	MI	48009
6	2031332011 Occupant		1501 PENISTONE RD	BIRMINGHAM	MI	48009
7	2031377001 Occupant		1508 PENISTONE RD	BIRMINGHAM	MI	48009
8	2031332012 Occupant		1509 PENISTONE RD	BIRMINGHAM	MI	48009
9	2031332013 DAVID J DRISKO	KRISTEE M WRIGHT	1515 PENISTONE RD	BIRMINGHAM	MI	48009
10	2031377002 DANIEL F HYSONG		1516 PENISTONE RD	BIRMINGHAM	MI	48009
11	2031332014 LEE KEATING	JULIE KEATING	1521 PENISTONE RD	BIRMINGHAM	MI	48009
12	2031377003 MICHAEL KEM	ELIZABETH KEM	1522 PENISTONE RD	BIRMINGHAM	MI	48009
13	2031332015 JONATHAN S LEE		1533 PENISTONE RD	BIRMINGHAM	MI	48009
14	2031377004 MARK D ROBERTS		1534 PENISTONE RD	BIRMINGHAM	MI	48009
15	2031377013 CRISTIANNA VAZQUEZ	PHILIP THOMPSON COLLEY II	1544 TAUNTON RD	BIRMINGHAM	MI	48009
16	2031332016 CHARLES BRUCE PULLUM	DORIS M PULLUM	1545 PENISTONE RD	BIRMINGHAM	MI	48009
17	2031377005 MARK REYNOLDS		1546 PENISTONE RD	BIRMINGHAM	MI	48009
18	2031332017 HARLAN E HODGES TRUST	KERRY E HODGES	1551 PENISTONE RD	BIRMINGHAM	MI	48009
19	2031377006 Occupant		1552 PENISTONE RD	BIRMINGHAM	MI	48009
20	2031376010 MATTHEW S MICHALSKI	SILVINA VANESA MICHALSKI	1555 PENISTONE RD	BIRMINGHAM	MI	48009
21	2031378001 TEX R RAGSDALE	EVELYN T RAGSDALE	1558 PENISTONE RD	BIRMINGHAM	MI	48009
22	2031376011 JENNIFER K BALOGH		1561 PENISTONE RD	BIRMINGHAM	MI	48009
23	2031378002 JEFFREY R BOZELL	ADRIENNE N YOUNG	1564 PENISTONE RD	BIRMINGHAM	MI	48009
24	2031377014 LAURIE D REIZIAN		1566 TAUNTON RD	BIRMINGHAM	MI	48009
25	2031376012 Occupant		1567 PENISTONE RD	BIRMINGHAM	MI	48009
26	2031377015 RUSSEL J BAGINSKY REV LIVING TRUST		1570 TAUNTON RD	BIRMINGHAM	MI	48009
27	2031376013 MATTHEW R ROMAN		1573 PENISTONE RD	BIRMINGHAM	MI	48009
28	2031376014 DON C LAWS II		1575 PENISTONE RD	BIRMINGHAM	MI	48009
29	2031378004 YUXIN ZHANG		1586 PENISTONE RD	BIRMINGHAM	MI	48009
30	2031376015 GREGORY MARK COHEN		1587 PENISTONE RD	BIRMINGHAM	MI	48009
31	2031356014 SUSAN D JACKSON		1589 SHEFFIELD RD	BIRMINGHAM	MI	48009
32	2031354046 LAURA KICI	PAUL KICI	1590 EMMONS AVE	BIRMINGHAM	MI	48009
33	2031378005 JAN ROMAN CZERKAS		1594 PENISTONE RD	BIRMINGHAM	MI	48009
34	2031383005 KIMBERLY BURGESS		1594 SHEFFIELD RD	BIRMINGHAM	MI	48009
35	2031376016 KRISTINA MIJALSKI		1595 PENISTONE RD	BIRMINGHAM	MI	48009
36	2031377016 LENITA B BARCUTIAN		1598 TAUNTON RD	BIRMINGHAM	MI	48009
37	2031330001 JAMES DANIEL SIMON		1606 HUMPHREY AVE	BIRMINGHAM	MI	48009
38	2031330013 MATTHEW DAVID LANGTON	RHONDA LYNN LANGTON	1611 BANBURY RD	BIRMINGHAM	MI	48009
39	2031332001 JEFFREY J WARSAW		1612 BANBURY RD	BIRMINGHAM	MI	48009
40	2031378006 Occupant		1615 CROFT RD	BIRMINGHAM	MI	48009
41	2031379001 Occupant		1616 CROFT RD	BIRMINGHAM	MI	48009
42	2031382008 Occupant		1617 PENISTONE RD	BIRMINGHAM	MI	48009
43	2031330002 Occupant		1620 HUMPHREY AVE	BIRMINGHAM	MI	48009
44	2031377012 BRIAN CLARK		1626 TAUNTON RD	BIRMINGHAM	MI	48009
45	2031381009 DANIEL MORROW	ELAINE MORROW	1628 PENISTONE RD	BIRMINGHAM	MI	48009
46	2031330014 JOHN P ULRICH JR	SHIRIN CALDIRAN ULRICH	1629 BANBURY RD	BIRMINGHAM	MI	48009
47	2031332002 ANTHONY E CARAM	MICHELLE L CARAM	1630 BANBURY RD	BIRMINGHAM	MI	48009
48	2031379003 FRANCES LOVE LARSEN TRUSTEE	FRANCES L LARSEN LIVING TRUST	1631 TAUNTON RD	BIRMINGHAM	MI	48009
49	2031379004 FRANCES LOVE LARSEN	ROBERT B LARSEN	1631 TAUNTON RD	BIRMINGHAM	MI	48009
50	2031330003 WINGERT REVOCABLE TRUST		1638 HUMPHREY AVE	BIRMINGHAM	MI	48009
51	2031382009 KEVIN STACY-BLAKE		1641 PENISTONE RD	BIRMINGHAM	MI	48009
52	2031330015 Occupant		1647 BANBURY RD	BIRMINGHAM	MI	48009
53	2031377011 LISA BASTIAN		1652 TAUNTON RD	BIRMINGHAM	MI	48009
54	2031379005 HOSSEIN SALIMNIA	ALIREZA SALIMNIA	1653 TAUNTON RD	BIRMINGHAM	MI	48009
55	2031330004 MATTHEW FORCINA	MICHELLE FORCINA	1656 HUMPHREY AVE	BIRMINGHAM	MI	48009
56	2031332003 SHARON M THEISEN		1658 BANBURY RD	BIRMINGHAM	MI	48009
57	2031379006 DANILO D LUKICH		1665 TAUNTON RD	BIRMINGHAM	MI	48009
58	2031330005 RICHARD C VENABLES	CARRIE M VENABLES	1672 HUMPHREY AVE	BIRMINGHAM	MI	48009
59	2031330016 SCOTT STEGERT	ANDREA STEGERT	1675 BANBURY RD	BIRMINGHAM	MI	48009
60	2031332004 Occupant		1676 BANBURY RD	BIRMINGHAM	MI	48009
61	2031377010 HANNAH MEGDALL	MOLLIE MEGDALL	1678 TAUNTON RD	BIRMINGHAM	MI	48009
62	2031381010 Occupant		1680 PENISTONE RD	BIRMINGHAM	MI	48009
63	2031382010 ENID C HOLLIDAY	DONALD W HOLLIDAY	1681 PENISTONE RD	BIRMINGHAM	MI	48009
64	2031379007 GREG WINKLEMAN	KEVIN P STANECKI	1691 TAUNTON RD	BIRMINGHAM	MI	48009
65	2031330017 JASON C BRAUN	JENNIFER N BRAUN	1693 BANBURY RD	BIRMINGHAM	MI	48009
66	2031330006 JAMES R FORD	CAROLINE FORD	1694 HUMPHREY AVE	BIRMINGHAM	MI	48009
67	2031332005 Occupant		1698 BANBURY RD	BIRMINGHAM	MI	48009
68	2031354050 Occupant		1700 TORRY ST	BIRMINGHAM	MI	48009
69	2031383006 MEGHAN CALLAGHAN OSMENT	PHILLIP OSMENT	1708 BRADFORD RD	BIRMINGHAM	MI	48009
70	2031330007 EDWARD MCCARTHY	ALISA MCCARTHY	1708 HUMPHREY AVE	BIRMINGHAM	MI	48009
71	2031330007 EDWARD MCCARTHY	ALISA MCCARTHY	1708 HUMPHREY AVE	BIRMINGHAM	MI	48009
72	2031381011 JULIA ELISE OSMER REV RLT	JULIA E OSMER TRUSTEE	1708 PENISTONE RD	BIRMINGHAM	MI	48009
73	2031380005 MARIA H MCKENDRICK		1710 SHEFFIELD RD	BIRMINGHAM	MI	48009
74	2031330018 Occupant		1711 BANBURY RD	BIRMINGHAM	MI	48009
75	2031332006 GARLITZ FAMILY PROTECTION TRUST		1712 BANBURY RD	BIRMINGHAM	MI	48009
76	2031356005 PAUL MAROGI		1714 TORRY ST	BIRMINGHAM	MI	48009
77	2031382011 Occupant		1717 PENISTONE RD	BIRMINGHAM	MI	48009
78	2031383007 SARA TUFTS	MICHAEL BLOCK	1720 BRADFORD RD	BIRMINGHAM	MI	48009
79	2031330008 CHRISTOPHER KLOW	KATRE KLOW	1722 HUMPHREY AVE	BIRMINGHAM	MI	48009

Attachment 2: Addresses of owners and occupants within project area

80	2031356006	MARK SAMARIAN		1722 TORRY ST	BIRMINGHAM	MI	48009
81	2031330019	Occupant		1725 BANBURY RD	BIRMINGHAM	MI	48009
82	2031379008	MICHAEL MCNAMARA	LESLIE MCNAMARA	1727 TORRY ST	BIRMINGHAM	MI	48009
83	2031332007	Occupant		1730 BANBURY RD	BIRMINGHAM	MI	48009
84	2031383008	SCOTT HESS	ALICIA HESS	1732 BRADFORD RD	BIRMINGHAM	MI	48009
85	2031330009	Occupant		1736 HUMPHREY AVE	BIRMINGHAM	MI	48009
86	2031330020	RAYMOND W REAVES	LISA VIDICAN	1739 BANBURY RD	BIRMINGHAM	MI	48009
87	2031381012	GEORGE BOEHNKE	BRENDA BOEHNKE	1740 PENISTONE RD	BIRMINGHAM	MI	48009
88	2031380006	LUANN VALDEZ	ERIN BETH BOBACK	1741 BRADFORD RD	BIRMINGHAM	MI	48009
89	2031379009	BERNICE BETTENDORF		1741 TORRY ST	BIRMINGHAM	MI	48009
90	2031354049	DANIEL MCLEAN	TERA MCLEAN	1742 TAUNTON RD	BIRMINGHAM	MI	48009
91	2031356007	ANDREW MACHNACKI		1744 TORRY ST	BIRMINGHAM	MI	48009
92	2031332008	DOUGLAS CHEESMAN	ANNE CHEESMAN	1748 BANBURY RD	BIRMINGHAM	MI	48009
93	2031382012	ROBERT GROSS		1749 PENISTONE RD	BIRMINGHAM	MI	48009
94	2031383009	LAURIE A SCHUTTE		1750 BRADFORD RD	BIRMINGHAM	MI	48009
95	2031330010	DEAN C DEGAZIO	JENNIFER L DEGAZIO	1752 HUMPHREY AVE	BIRMINGHAM	MI	48009
96	2031330021	Occupant		1755 BANBURY RD	BIRMINGHAM	MI	48009
97	2031379010	ALEXIS YVONNE DOUGLAS		1755 TORRY ST	BIRMINGHAM	MI	48009
98	2031356008	BRANDON ULRICH		1758 TORRY ST	BIRMINGHAM	MI	48009
99	2031354048	SARAH E SHARPE TRUST	SARAH S SHARPE TRUSTEE	1760 TAUNTON RD	BIRMINGHAM	MI	48009
100	2031356004	ANGELINA LOZANO MOSCOWITZ		1761 TAUNTON RD	BIRMINGHAM	MI	48009
101	2031332009	ZACHARY K RUTHERFORD	MIRANDA M HOLMES	1770 BANBURY RD	BIRMINGHAM	MI	48009
102	2031330018	PAUL SIVER	KRISTIN SIVER	1770 BANBURY ST	BIRMINGHAM	MI	48009
103	2031381013	JEFFREY HUGH CORNER		1772 PENISTONE RD	BIRMINGHAM	MI	48009
104	2031354047	Occupant		1772 TAUNTON RD	BIRMINGHAM	MI	48009
105	2031356009	Occupant		1772 TORRY ST	BIRMINGHAM	MI	48009
106	2031330022	FABIO AGOSTINELLI	FERNANDO AGOSTINELLI	1773 BANBURY RD	BIRMINGHAM	MI	48009
107	2031356003	DENISE LEIGHTON		1773 TAUNTON RD	BIRMINGHAM	MI	48009
108	2031383066	Occupant		1775 E 14 MILE RD	BIRMINGHAM	MI	48009
109	2031382013	JOHN CANISZ	ANNA MARIE CANISZ	1777 PENISTONE RD	BIRMINGHAM	MI	48009
110	2031381016	JANISZ CANISZ	YIANNIS CANISZ	1777 PENISTONE ST	BIRMINGHAM	MI	48009
111	2031330011	STEVE SOLOTOROW	LAURIE SOLOTOROW	1778 HUMPHREY AVE	BIRMINGHAM	MI	48009
112	2031354054	TIFFANY HARPER		1784 TAUNTON RD	BIRMINGHAM	MI	48009
113	2031356010	Occupant		1784 TORRY ST	BIRMINGHAM	MI	48009
114	2031380010	TROY M BRINKMAN	MONICA L BRINKMAN	1785 BRADFORD RD	BIRMINGHAM	MI	48009
115	2031383010	BRYANT A SUTHERLAND JR	CLARISSA S SUTHERLAND	1786 BRADFORD RD	BIRMINGHAM	MI	48009
116	2031330012	ROBERT H NELSON JR REV TRUST	ROBERT H NELSON TRUSTEE	1790 HUMPHREY AVE	BIRMINGHAM	MI	48009
117	2031332010	Occupant		1792 BANBURY RD	BIRMINGHAM	MI	48009
118	2031383011	JEREMY FISHMAN		1794 BRADFORD RD	BIRMINGHAM	MI	48009
119	2031330023	MARINA REYNA		1795 BANBURY RD	BIRMINGHAM	MI	48009
120	2031356011	Occupant		1798 TORRY ST	BIRMINGHAM	MI	48009
121	2031328001	JOHN VAN GORDER		1800 E LINCOLN AVE	BIRMINGHAM	MI	48009
122	2031384003	EMBURY METHODIST CHURCH	EDWIN H SELWOCKI TRUSTEE	1803 E 14 MILE RD	BIRMINGHAM	MI	48009
123	2031331017	JEFFREY D SMITH	ELIZABETH P SMITH	1807 BANBURY RD	BIRMINGHAM	MI	48009
124	2031376001	SHEETAL N ZORN TUA	SHEETAL N ZORN TRUSTEE	1810 BANBURY RD	BIRMINGHAM	MI	48009
125	2031329004	ANDRE KING	LATACHA KING	1810 HUMPHREY AVE	BIRMINGHAM	MI	48009
126	2031331001	ANDRE S KING	LATACHA N KING	1810 HUMPHREY AVE	BIRMINGHAM	MI	48009
127	2031376002	ANDREW HAIG		1814 BANBURY RD	BIRMINGHAM	MI	48009
128	2031331018	PHILIP PASKETT	SHIRLEY PASKETT	1815 BANBURY RD	BIRMINGHAM	MI	48009
129	2031328014	ANGELA GOGONIS		1819 W MELTON RD	BIRMINGHAM	MI	48009
130	2031329001	JOANN MAYERNIK		1822 W MELTON RD	BIRMINGHAM	MI	48009
131	2031381014	Occupant		1823 BRADFORD RD	BIRMINGHAM	MI	48009
132	2031329011	ERIC L JUSTICE REVOC LVNG TRUST	CARLA L JUSTICE REVOC LVNG TRUST	1823 HUMPHREY AVE	BIRMINGHAM	MI	48009
133	2031376003	PETER LINDER	GERALDINE LINDER	1824 BANBURY RD	BIRMINGHAM	MI	48009
134	2031331002	MARILYN S YOON		1824 HUMPHREY AVE	BIRMINGHAM	MI	48009
135	2031331019	CHRISTOPHER P MAZZOLI	CHERYL A OPPENHEIM	1827 BANBURY RD	BIRMINGHAM	MI	48009
136	2031328015	STEVEN J ANTWAN		1833 W MELTON RD	BIRMINGHAM	MI	48009
137	2031331020	KELLY FINNIGAN		1835 BANBURY RD	BIRMINGHAM	MI	48009
138	2031376004	Occupant		1836 BANBURY RD	BIRMINGHAM	MI	48009
139	2031331003	MARIA GLANCOTTI		1836 HUMPHREY AVE	BIRMINGHAM	MI	48009
140	2031329012	JOHN P CONROY		1837 HUMPHREY AVE	BIRMINGHAM	MI	48009
141	2031331021	Occupant		1847 BANBURY RD	BIRMINGHAM	MI	48009
142	2031376005	Occupant		1848 BANBURY RD	BIRMINGHAM	MI	48009
143	2031331004	GALEN WICKERSHAM	RENEE WICKERSHAM	1848 HUMPHREY AVE	BIRMINGHAM	MI	48009
144	2031329006	ALEXANDER JAMES KARCHON		1854 W MELTON RD	BIRMINGHAM	MI	48009
145	2031331022	BRANDON J ULRICH		1857 BANBURY RD	BIRMINGHAM	MI	48009
146	2031331023	BRANDON J ULRICH		1857 BANBURY RD	BIRMINGHAM	MI	48009
147	2031381015	JOHN W REEDY		1857 BRADFORD RD	BIRMINGHAM	MI	48009
148	2031328016	STEPHANIE F BAGWELL		1857 W MELTON RD	BIRMINGHAM	MI	48009
149	2031376006	ANNELIESE M FREEMAN		1860 BANBURY RD	BIRMINGHAM	MI	48009
150	2031331005	NICHOLAS ARTUSHIN		1860 HUMPHREY AVE	BIRMINGHAM	MI	48009
151	2031329014	ERIK J MCDONALD	MARY E MCDONALD	1861 HUMPHREY AVE	BIRMINGHAM	MI	48009
152	2031331024	DAWN M HONE		1863 BANBURY RD	BIRMINGHAM	MI	48009
153	2031376007	CHAD B EPSTEIN	DAVID B GUZ	1872 BANBURY RD	BIRMINGHAM	MI	48009
154	2031331006	MATTHEW JOSEPH TOLKACZ	ALLISON NANCY HOLMES-TOLKACZ	1872 HUMPHREY AVE	BIRMINGHAM	MI	48009
155	2031329015	RUBEN H STEIMEL TRUST	DELORES STEIMEL TRUST	1873 HUMPHREY AVE	BIRMINGHAM	MI	48009
156	2031331025	PAMELA B ZINKEL TRUST	PAMELA B ZINKEL TRUSTEE	1875 BANBURY RD	BIRMINGHAM	MI	48009
157	2031381016	Occupant		1875 BRADFORD RD	BIRMINGHAM	MI	48009
158	2031328017	CHRISTOPHER D LANG	ANN HALSEY LANG	1875 W MELTON RD	BIRMINGHAM	MI	48009
159	2031376008	DANIEL JIPPING	LISA JIPPING	1884 BANBURY RD	BIRMINGHAM	MI	48009

Attachment 2: Addresses of owners and occupants within project area

160	2031331007	MELISSA WILLIAMSON		1884 HUMPHREY AVE	BIRMINGHAM	MI	48009
161	2031329006	Occupant		1884 W MELTON RD	BIRMINGHAM	MI	48009
162	2031329016	STEPHEN KASPARI	PAMELA HARTMAN	1885 HUMPHREY AVE	BIRMINGHAM	MI	48009
163	2031378010	MARK A GOBROGGE	LORRIE A GOBROGGE	1885 SHEFFIELD RD	BIRMINGHAM	MI	48009
164	2031331026	JOAN S SCHEARER TRUST		1887 BANBURY RD	BIRMINGHAM	MI	48009
165	2031381004	Occupant		1888 SHEFFIELD RD	BIRMINGHAM	MI	48009
166	2031328018	MARION I SCIBOR	SUSAN L SCIBOR	1891 W MELTON RD	BIRMINGHAM	MI	48009
167	2031329017	DAVID ONGENA	ERIN ONGENA	1893 HUMPHREY AVE	BIRMINGHAM	MI	48009
168	2031381017	DREW D VAN DE GRIFT	LAURA K VAN DE GRIFT	1895 BRADFORD RD	BIRMINGHAM	MI	48009
169	2031376009	JUSTIN M SYROWIK		1896 BANBURY RD	BIRMINGHAM	MI	48009
170	2031331009	MARY JANE MASELLI	DANIEL J MASELLI	1898 HUMPHREY AVE	BIRMINGHAM	MI	48009
171	2031331027	SCOTT B KROSKE		1899 BANBURY RD	BIRMINGHAM	MI	48009
172	2031376021	Occupant		1903 SHEFFIELD RD	BIRMINGHAM	MI	48009
173	2031329007	MICHAEL ZAVIER		1904 W MELTON RD	BIRMINGHAM	MI	48009
174	2031382001	SHIRLEY J SINELLI		1908 SHEFFIELD RD	BIRMINGHAM	MI	48009
175	2031328019	ROBERT A BOTHAM		1909 W MELTON RD	BIRMINGHAM	MI	48009
176	2031331010	DONALD RIGHTER	DIEDRA RIGHTER	1910 HUMPHREY AVE	BIRMINGHAM	MI	48009
177	2031385006	Occupant		1915 E 14 MILE RD	BIRMINGHAM	MI	48009
178	2031385001	Occupant		1920 BRADFORD RD	BIRMINGHAM	MI	48009
179	2031382023	Occupant		1921 BRADFORD RD	BIRMINGHAM	MI	48009
180	2031329008	PHYLLIS TOBY OSTROFF TRUST		1932 W MELTON RD	BIRMINGHAM	MI	48009
181	2031383012	LESLIE M HENSTOCK	DERRICK J TRUMBLY	1934 CROFT RD	BIRMINGHAM	MI	48009
182	2031385002	PRIYA IYER		1938 BRADFORD RD	BIRMINGHAM	MI	48009
183	2031331011	CARRIE WOZNAK		1942 HUMPHREY AVE	BIRMINGHAM	MI	48009
184	2031382024	BRENDA RAJEWSKI	SARAH RAJEWSKI	1943 BRADFORD RD	BIRMINGHAM	MI	48009
185	2031328022	SUSAN M PECK		1947 W MELTON RD	BIRMINGHAM	MI	48009
186	2031385003	MICHAEL J MURPHY		1950 BRADFORD RD	BIRMINGHAM	MI	48009
187	2031382025	ANDREW SOONTHAROTOKE		1965 BRADFORD RD	BIRMINGHAM	MI	48009
188	2031385004	MARY C GAUGHAN	CATHLEEN FRITZ	1966 BRADFORD RD	BIRMINGHAM	MI	48009
189	2031383065	SHAHAD ATIYA	CECIL ROBERSON	1966 CROFT RD	BIRMINGHAM	MI	48009
190	2031331012	JENNIFER L FELDMAN		1968 HUMPHREY AVE	BIRMINGHAM	MI	48009
191	2031329009	MELENA PYGMAN		1968 W MELTON RD	BIRMINGHAM	MI	48009
192	2031376017	MARCUS M JACKSON	LINDSAY ANN CATTELL	1979 SHEFFIELD RD	BIRMINGHAM	MI	48009
193	2031382026	AARON OLMSTEAD		1981 BRADFORD RD	BIRMINGHAM	MI	48009
194	2031328023	SEAN C O'KEEFFE TRUSTEE	O'KEEFFE SEAN C REVOCABLE TRUST	1983 W MELTON RD	BIRMINGHAM	MI	48009
195	2031385005	MARX ELIAS		1988 BRADFORD RD	BIRMINGHAM	MI	48009
196	2031331013	Occupant		1990 HUMPHREY AVE	BIRMINGHAM	MI	48009
197	2031331028	MARCO CARRILLO-ZUNIGA		1995 SHEFFIELD RD	BIRMINGHAM	MI	48009
198	2031356001	Occupant		33202 WOODWARD AVE	BIRMINGHAM	MI	48009
199	2031354011	Occupant		33300 WOODWARD AVE	BIRMINGHAM	MI	48009
200	2031330019	1725 BANBURY LLC		10395 SPRING ST	FENTON	MI	48430
201	2031376004	CAMERON INVESTMENT PROPERTY LLC		1099 CANTERBURY ST	BIRMINGHAM	MI	48009
202	2031376021	LUCIA CORTESE	MASSIMO CORTESE	1177 HENRIETTA ST	BIRMINGHAM	MI	48009
203	2031330009	KRISTIAN PETROVICH	ALEKSANDRA PETROVICH	1216 104TH AVE W	DULUTH	MN	55808
204	2031356011	KATIE L MONTGOMERY		1315 HARDING PL APT 317	CHARLOTTE	NC	28204
205	2031329005	ALEXANDER KARCHON		1854 W MELTON RD	BIRMINGHAM	MI	48009
206	2031379001	JOHN V FELICE		20170 VILLAGE DR	BEVERLY HILLS	MI	48025
207	2031354011	FAIRMOUNT LAND LLC		24001 TELEGRAPH RD	SOUTHFIELD	MI	48033
208	2031354050	THIRTEEN CORNERS LLC		2433 DORCHESTER RD	BIRMINGHAM	MI	48009
209	2031332010	WILLIE J GREEN JR	TERRAH L GREEN	29465 SHARON LN	SOUTHFIELD	MI	48076
210	2031385006	UMA HOLDINGS LLC		3072 WOODCREEK WAY	BLOOMFIELD HILLS	MI	48304
211	2031376005	HPS INVESTMENTS LLC		33424 A DEQUINDRE RD STE	STERLING HEIGHTS	MI	48310
212	2031330015	BENEICKE BUILDERS LLC		33477 WOODWARD AVE STE	BIRMINGHAM	MI	48009
213	2031332004	BENEICKE BUILDERS LLC		33477 WOODWARD AVE STE	BIRMINGHAM	MI	48009
214	2031382008	JOSEPH HILDEBRAND	TIMOTHY HILDEBRAND	3560 BLOOMFIELD CLUB DR	BLOOMFIELD HILLS	MI	48301
215	2031332005	ANDREW A KONOPADA		36700 WOODWARD AVE STE	BLOOMFIELD HILLS	MI	48304
216	2031330021	JAMES O ELLIOTT	REBECCA ELLIOTT	3917 ESTATES DR	TROY	MI	48084
217	2031383066	SCHIERLOH PROPERTIES LLC		3962 LAWSON DR	TROY	MI	48084
218	2031376012	MARK LEDDY		4124 LOS NIETOS DR	LOS ANGELES	CA	90027
219	2031331021	STEPHEN F PEW		4137 FAIRWAY DOWNS CT	CHARLOTTE	NC	28277
220	2031382023	1921 BRADFORD LLC		4310 S BAY DR	ORCHARD LAKE	MI	48323
221	2031356001	N WOODWARD VENTURE LLC		44004 WOODWARD AVE STE	BLOOMFIELD HILLS	MI	48302
222	2031382011	SCOTT J HERKES	CODY M TUCKER	4542 CLOVERDALE CT	LAKE ORION	MI	48359
223	2031332012	1509 PENISTONE LLC		5010 FAR RAVINE CT	WEST BLOOMFIELD	MI	48323
224	2031378006	DANIEL A WOHL		505 GREEN RD	ANN ARBOR	MI	48105
225	2031356009	JON J KISER	CHELSEA R KISER	5080 TIMBERWAY TRL	CLARKSTON	MI	48346
226	2031381010	EGS 2021 PROPERTIES LLC		55 E LONG LAKE RD STE 222	TROY	MI	48085
227	2031354047	ZACK HANNA		5640 VICTORIA DR	W BLOOMFIELD	MI	48322
228	2031377006	NANCY E AUDI REVOC LVNG TRUST		6 GOLFCREST CT	DEARBORN	MI	48124
229	2031381004	SPRINGVIEW HOMES INC		628 SPRINGVIEW DR	ROCHESTER	MI	48307
230	2031381014	BALSAM PAULUS WAZEER	SABAH HANNA WAZEER	6289 GOLDEN LN	WEST BLOOMFIELD	MI	48322
231	2031332007	IDEAL BUILDERS AND REMODELING INC		6931 CHASE CT	W BLOOMFIELD	MI	48322
232	2031377001	PATRICK E FLYNN		799 GREAT OAKS DR	BLOOMFIELD HILLS	MI	48304
233	2031332011	VADIM BRAYMAN		832 BIRD AVE	BIRMINGHAM	MI	48009
234	2031330002	TIMOTHY TAIT		PO BOX 135	AKRON	MI	48701
235	2031385001	MICHAEL G BARCUTIAN		PO BOX 338	ROYAL OAK	MI	48068
236	2031331013	HOME INVESTMENTS LLC		PO BOX 886	BIRMINGHAM	MI	48012
237	2031356010	L&W HOME INVESTMENTS LLC		PO BOX 886	BIRMINGHAM	MI	48012
238	2031329010	KARYN JUDITH HLDY REVOC LVNG TRST	HOLIDAY TRUSTEE, KARYN JUDITH	1996 W. Melton	Birmingham	MI	48021
239	2031326003	Owner		1658 E Lincoln	Birmingham	MI	48011

Attachment 2: Addresses of owners and occupants within project area

240	2031384003 EMBURY METHODIST CHURCH	SELWOCKI TRUSTEE, EDWIN H	1803 14 Mile Road	Birmingham	MI	48014
241	2031331014 MARCO A ORTEGA-VELASCO	YES	1348 S ETON ST	BIRMINGHAM	MI	48009
242	2031378003 ROY WANG	SOGOL VAZIRI	1572 PENISTONE RD	BIRMINGHAM	MI	48009
243	2031379019 WILLIAM ROY		1601 SHEFFIELD RD	BIRMINGHAM	MI	48009
244	2031377007 ALEXANDRIA BALGOOYEN		1609 TORRY ST	BIRMINGHAM	MI	48009
245	2031377008 LUNA SHALHOUB		1621 TORRY ST	BIRMINGHAM	MI	48009
246	2031377009 DONALD D KOWALSKI		1635 TORRY ST	BIRMINGHAM	MI	48009
247	2031329013 HANS ERNI	MARY ERNI	1845 HUMPHREY AVE	BIRMINGHAM	MI	48009
248	2031331008 THOMAS W GIDEON		1890 HUMPHREY AVE	BIRMINGHAM	MI	48009
249	Owner		1864 Humphrey	Birmingham	MI	48020
250	Owner		1574 Penistone	Birmingham	MI	48009
251	Owner		1601 Torry	Birmingham	MI	48010
252	City of Birmingham	Clerk's Office	151 Martin	Birmingham	MI	48009



Clerk's Office
City of Birmingham, MI

Tuesday, August 24, 2022

AUG 29 2022

TO: City of Birmingham
Clerk's Office
151 Martin
Birmingham, MI 48009

C. Woods
RECEIVED

RE: 2022 Cape-Seal Program
Cape-Seal Maintenance Treatment Special Assessment District

The City regularly reviews the City's unimproved roadways and coordinates routine cape seal treatment. Your street has been identified to be include in the 2022 Cape-Seal Program, and attached is a location map of the project area. Construction on this project is anticipated to start in Fall 2022 and go through Spring 2023.

With this letter you are receiving a notification for a public hearing, with the Public Hearing of Necessity being scheduled to occur on **Monday, September 12, 2022** at the regularly scheduled City Commission meeting at 7:30 p.m. This is to consider a Special Assessment District (SAD) for cape-seal maintenance treatment on unimproved road surfaces within the project area. Work items typically included in these projects include the following:

- Pulverizing existing road surface and re-grading as necessary to shape an appropriate crown.
- Applying the cape-seal treatment that is a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

Consistent with previous projects of this nature, it has been the City's policy to assess the following:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage respectively.

The cost per property will be assessed based on an average cost associated with the proposed work on each street in the cape-seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots, and then reduced by multiplying again by 85% for the front footage measurement, and/or 25% or 85% for the side footage measurement.

Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be due within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance, interest rate to be determined will apply. The City plans to provide an estimate of costs associated with this SAD at the Hearing of Necessity to be held on September 12, 2022.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to speak directly to the City Commission at the Public Hearing of Necessity that will be held on September 12, 2022.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer



Scott D. Zielinski, P.E.
Assistant City Engineer

NOTICE OF PUBLIC HEARINGS		
BIRMINGHAM CITY COMMISSION		
PUBLIC HEARING OF NECESSITY		
PUBLIC HEARING OF CONFIRMATION		
FOR THE 2022 CAPE-SEAL MAINTENANCE TREATMENT PROGRAM		
Meeting Location:	Date, Time,	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 12, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Location:	Date, Time,	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 19, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:		On Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton
Nature of Improvement:		Nature of Improvement: Road surface cape-seal treatment and ADA sidewalk ramps for all properties within the project area
City Staff Contact:		Scott Zielinski, Assistant City Engineer, 248.530.1838, szielinski@bhamgov.org
Notice Requirements:		Mail to affected property owners, Publish August 28, September 4 2022
Approved minutes may be reviewed at:		City Clerk's Office or www.bhamgov.org/commissionagendas
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655 079 760		
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.		
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.		
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.		
Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.		
<i>Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).</i>		

Funds Report	Available:	\$520.74	PBP Account Number:	35884980
	Used:	\$479.26	Indicia Number:	0001404691
	Total Pieces:	818	Meter Number:	1404691
	Control Sum:	\$1,000.00	Meter Name:	
	Resettable Piece Count:	252	Printed:	AUG 23 2022 4:59 PM
	Piece Count Value:	\$143.64		

City of Birmingham

151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001



Clerk's Office
City of Birmingham, MI

AUG 29 2022

CW

RECEIVED





**MICHIGAN.COM – Serving the
OBSERVER & ECCENTRIC and HOMETOWN WEEKLY NEWSPAPERS
6200 Metropolitan Pkwy, Sterling Heights, MI 48312**

BE IT MADE KNOWN THAT THE FOLLOWING ADVERTISEMENT APPEARED IN:

**Publication: Birmingham Eccentric
Placed By: City of Birmingham
Subject: Cape Seal 2022
Publication: August 28 & September 4, 2022**

Susan Totoraitis

_____ (Susan Totoraitis), being duly sworn, deposes and says that the advertising illustrated above/attached was published in the Birmingham Eccentric on the following date/s/: August 28 & September 4, 2022, INVOICE #0008789614, and as an authorized employee of the Observer and Eccentric Media, she knows well the facts stated/herein. Cost: \$304.08.

STATE OF MICHIGAN

NOTARIZED BY: *Gina Anne Huff*

DATED: September 6, 2022

Acting in County of Macomb

GINA ANNE HUFF
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires March 09, 2023

Northville junior overcomes COVID-19, wins Lamplighter

Brandon Folsom Hometownlife.com
USA TODAY NETWORK - MICHIGAN

Brendan Herger was nervous before competing in The Lamplighter Invitational at Ford Field in Livonia.

Not because of the competition he was facing or because it was the season opener.

Heck, Herger has competed in many, many other bigger races before. Like when he helped Northville's 3,200-meter relay team win a Division 1 state championship this past spring.

No, the junior was nervous because he was recently diagnosed with COVID-19.

Like two weeks ago.

He tested positive for the coronavirus five straight days before he could return to training.

He didn't know how well he'd fare given how many runs he had missed, and he couldn't train at full strength when he was allowed to return.

"As soon as I stopped (testing positive for COVID-19), I went back (to training) a little easier," Herger told Hometown Life. "I did some hard workouts closer to doing this (race), and I did a bunch of hill reps on Wednesday. I rested yesterday."

"My goal was to win, not (go) for time."

Well, Herger basically achieved both. He crossed the finish line in 15 minutes, 53.7 seconds to win the meet.

What's more, his time was only 2.4 seconds away from the personal best he set a year ago. Which is saying something because not only was he still recovering from the coronavirus but he wasn't competing in a traditional race. His flight of The Lamplighter started at 11 p.m., about 12 hours later than most races get going. Plus, the course wasn't designed for speed. It was more a glow-in-the-dark experience than anything else.

"I was expecting less of myself," Herger admitted. "When I had COVID 2 weeks ago, my heart was in rough shape. But 2 weeks was enough to get it back, I guess. I couldn't have been happier (with my performance)."

Herger, who thrives on competing,

"I'm not gonna lie: I've probably never been more nervous for a race. ... But I like to race more for competition than for time, and it worked out. And that's why I run. That's why I love it."

Brendan Herger

said his goal was to just stay ahead of New Baltimore Anchor Bay junior Thomas Westphal, who was the second-best rated runner there.

Westphal finished in 16:17.4 to take second place, but Herger is unsure when he pulled away from the pack. He didn't want looking behind him to negatively impact his focus.

"I ran hard, and I felt like I kept my pace really well," Herger said. "I'm not gonna lie: I've probably never been more nervous for a race because, with Thomas Westphal, it was unknown how well he would do. He had a crazy track season. But I like to race more for competition than for time, and it worked out."

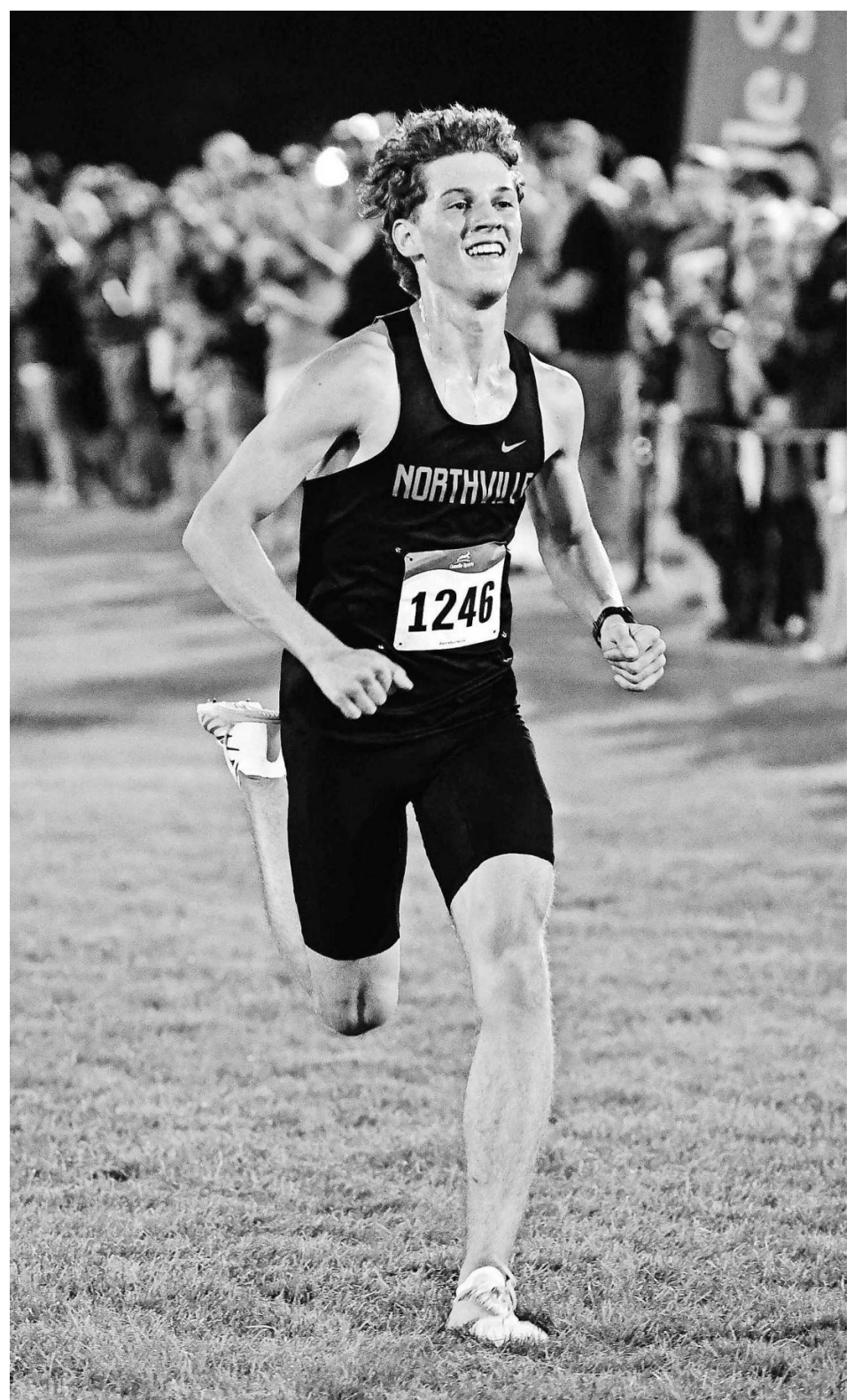
"And that's why I run. That's why I love it."

The Mustangs won the meet thanks to having five finish in the top 25. That included Brady Heron (16:32.2) in 10th, Ethan Powell (16:34.1) in 13th, Brock Malaikal (16:53.6) in 17th and Nicholas Yaquinto (17:10.9) in 25th.

Northville also won the JV meet following a 1-2-3-4 finish from Ishaan Kundapur (18:13.9), Luke Schwartz (18:17.4), Ritvik Ellendula (18:36.0) and Nick Barretto (18:37.0).

Ryan Stojov (18:59.5) rounded out the team's scoring in seventh place, while Austin Barber (19:03.1) and Maximilian Potrzeba (19:04.9) also placed in the top nine.

Brandon Folsom covers high school sports in metro Detroit for Hometown Life. Follow him on Twitter @folsombrandonj.



Northville's Brendan Herger won The Lamplighter Invitational on Aug. 19.
TOM BEAUDOIN/SPECIAL TO HOMETOWNLIFE.COM

Village of Beverly Hills Planning Commission Public Hearing 09/28/2022

PUBLIC NOTICE is given to all persons in the Village of Beverly Hills that a public hearing will be held during the Planning Commission meeting on Wednesday, September 28, 2022 at 7:30pm at the Village of Beverly Hills Office at 18500 W 13 Mile Rd, Beverly Hills, MI 48025 to solicit comments on a proposed ordinance amending Chapter 22, Section 22.08.290 Site Plan Review.

PUBLIC NOTICE is given to all persons in the Village of Beverly Hills that a public hearing will be held during the Planning Commission meeting on Wednesday, September 28, 2022 at 7:30pm at the Village of Beverly Hills Office at 18500 W 13 Mile Rd, Beverly Hills, MI 48025 to solicit comments on a proposed ordinance amending Chapter 22, Section 22.09 Site Development Requirements.

Copies of the proposed amendments are available for review at the Village Office. Interested parties are encouraged to attend and comment during the meeting. Those unable to attend may submit written comments to the Planning Commission prior to 4:30pm on September 28, 2022. Written comments should be mailed to: Planning Commission, 18500 W 13 Mile Rd, Beverly Hills, MI 48025 or via email to cbrown@villagebeverlyhills.com.

Kristin Rutkowski
Village Clerk

Publish: September 4, 2022 LO-000878958 3x3

CITY OF BLOOMFIELD HILLS ZONING BOARD OF APPEALS Meeting of September 20, 2022

The regular meeting of the Zoning Board of Appeals will be held at 4:00 p.m. on Tuesday, September 20, 2022 at City Hall 45 East Long Lake Road, Bloomfield Hills, Michigan 48304-2322, Phone (248) 644-1520, Fax (248) 644-4813.

- The Board will consider the request for a variance from the landscape open space ordinance to install a pool at 300 Nantucket Drive, Tax Parcel No. 19-22-376-001.

Complete copies of the proposal are available for review by contacting the City Clerk's Office at aburton@bloomfieldhillsmi.net or (248) 530-1403.

Please visit www.bloomfieldhillsmi.net for current agendas and meeting information as the meeting date nears.

Dated: August 26, 2022

Publish: September 4, 2022 LO-000878951 3x3

NOTICE OF PUBLIC HEARINGS BIRMINGHAM CITY COMMISSION PUBLIC HEARING OF NECESSITY PUBLIC HEARING OF CONFIRMATION FOR THE 2022 CAPE-SEAL MAINTENANCE TREATMENT PROGRAM

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, September 12, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, September 19, 2022, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	On Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton to Eton
Nature of Improvement:	Nature of Improvement: Road surface cape-seal treatment and ADA sidewalk ramps for all properties within the project area
City Staff Contact:	Scott Zielinski, Assistant City Engineer, 248.530.1838 szielinski@bhamgov.org
Notice Requirements:	Mail to affected property owners, Publish August 28, September 4 2022
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

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Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

Publish: August 28 & September 4, 2022 LO-0008789614 3x7

NOTICE OF PUBLIC HEARING BIRMINGHAM CITY COMMISSION SPECIAL LAND USE PERMIT

Meeting Date, Time, and Location:	Monday, September 19, 2022 at 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Location of Request:	460 N. Old Woodward - Wilders Bistro
Nature of Hearing:	Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward - Wilders Bistro
City Staff Contact:	Nicholas Dupuis, Planning Director 248-530-1856 ndupuis@bhamgov.org
Notice Requirements:	Mailed to all property owners and occupants within 300 feet of subject address. Publish September 4, 2022
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice) or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

Publish: September 4, 2022 LO-0008789615 3x4

Check us out at

HomeTownLife.com

MEMORANDUM

DATE: 09/19/2022

TO: Tom Markus, City Manager & Birmingham City Commission

FROM: Mary Kucharek

RE: Birmingham Special Assessment Appeal Process

QUESTION: If there's a special assessment and a person wants to appeal to the tax tribunal what's the process?

STEPS TO APPEAL A SPECIAL ASSESSMENT TO THE TAX TRIBUNAL

1. Protest

- Appearance and protest at the public hearing of necessity or the public hearing of confirmation of the roll is required in order to appeal the special assessment to the Michigan Tax Tribunal.
 - An owner or interested party, or his or her agent, may appear and protest in person or by letter, at the public hearing for necessity or at a hearing for confirmation of the roll. The letter must be received by the City Commission prior to the public hearing if an in-person protest is not possible. A person must protest in order to appeal the special assessment to the Michigan Tax Tribunal within 30 days of the hearing.
- The hearing required by this section may be held at any regular or special meeting of the City Commission.

2. Initiating Appeal

- An appeal is started by the printing and mailing of a completed petition form or by e-filing a petition form.
 - This form can be found at the State of Michigan website or

https://www.michigan.gov/taxtrib/-/media/Project/Websites/taxtrib/Folder16/Petition-Forms/web_SP_A_Petition_Form_final_670139_7.pdf?rev=1b62b0570e364c50925fba6dceed791f&hash=B53E24E9F1B701B195C2407E5B4A0C74

3. Notice of Hearing

- You will receive a Notice of Hearing at least 45 days before the hearing.
- The notice will provide the date, time, and location of the hearing.

4. Hearing

- Parties are required to submit their documents to the Tribunal and the other party at least 21 days before the scheduled hearing date, as provided by [TTR 287](#).
- A party may request that a hearing be conducted "on the file" or telephonically.
- A party may request that a hearing be adjourned.

6. Opinion and Judgment

- If the presiding judge is a Tribunal member, the Opinion and Judgment will be a Final Opinion and Judgment. The parties may file a motion for reconsideration or appeal the Final Opinion and Judgment to the [Michigan Court of Appeals](#), as provided by [MCL 205.753](#) and the Michigan Rules of Court.
- If the presiding judge is a Hearing Officer or Administrative Law Judge, the Opinion and Judgment will be a Proposed Opinion and Judgment. The parties may file exceptions to a Proposed Opinion and Judgment within 20 days of the entry of the Proposed Opinion and Judgment. A copy of those exceptions must be sent to the other party. The other party will have 14 days to respond to the exceptions. If after 20 days no exceptions are filed a Tribunal Member will review the case and issue a Final Opinion and Judgment. If exceptions are timely and properly filed, after the time for a response a Tribunal Member will review the file and issue a Final Opinion and Judgment.



MEMORANDUM

Planning Division

DATE: September 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 460 N. Old Woodward – Wilders Bistro – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted a Special Land Use Permit, Final Site Plan & Design Review for a new bistro located in Downtown Birmingham pursuant to Chapter 10, Section 10-84 of the Birmingham Code of Ordinances. The subject site is located on the east side of N. Old Woodward, south of Ravine and across from Booth Park (formerly the Junior League of Birmingham). On December 21, 2021, the Planning Board moved to approve a Final Site Plan and Design Review application for a new 3-story mixed-use building with minor conditions that have since been resolved. The proposed bistro is located in the first floor and lower level of the new 3-story building.

BACKGROUND:

On [November 8, 2021](#), the City Commission moved to direct Wilders Supper Club (now “Wilders”) to the Planning Board for the process of Special Land Use Permit, Final Site Plan and Design Review. Wilders is the first and only applicant to have submitted an application from the 2021 bistro screening period.

On [July 13, 2022](#), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders – with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and,
2. The applicant must comply with the requests of all City Departments.

On [August 3, 2022](#), the Advisory Parking Committee moved to recommend approval to the City Commission the use of one (1) on-street public parking space for an outdoor dining platform.

At this time, the applicant has submitted revised drawings addressing the conditions of approval assigned by the Planning Board.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the July 13, 2022 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission meeting on September 19, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Current Site/Design Plans
- Planning Board Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.

Wilders
460 N. Old Woodward
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application was filed in March 2022 for approval of a new bistro food and drink establishment serving alcoholic liquors for on premise consumption, associated interior/exterior renovations and outdoor dining facility at 460 N. Old Woodward;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward, north of Euclid and south of Ravine;

WHEREAS, The land is zoned D2, which permits the operation of a bistro serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on July 13, 2022 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new bistro, associated interior/exterior renovations, and a new outdoor dining platform in the N. Old Woodward right-of-way with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and,
2. The applicant must comply with the requests of all City Departments.

WHEREAS, The Advisory Parking Committee on August 3, 2022 reviewed the plans for a new outdoor dining platform in one public on-street parking space in the N. Old Woodward right-of-way and recommended approval to the City Commission;

WHEREAS, The applicant has complied with the conditions of approval required by the Planning Board and all City Departments;

WHEREAS, The Birmingham City Commission has conducted a public hearing on September 19, 2022, and has reviewed Wilders Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Wilders application for a Special Land Use Permit, Final Site Plan and Design Review at 460 N. Old Woodward is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Wilders shall abide by all provisions of the Birmingham City Code;
2. Wilders must maintain a valid Outdoor Dining Permit and enter into a Lease Agreement for the use of public property;
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Wilders and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Wilders to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Wilders is recommended for an expansion into an adjacent tenant space, interior renovations, and the operation of a new outdoor dining platform in the N. Old Woodward right-of-way, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on September 19, 2022.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT AMENDMENT FOR 460 N. Old Woodward – Wilders, LLC

This Contract is entered into this 4 day of September, 2022 by and between Wilders, LLC, whose address is 588 S. Old Woodward, Birmingham MI, 48009, (Licensee), 460 Parkview, LLC whose address is 220 Park St., Suite 102, Birmingham MI, 48009 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City),

RECITALS:

WHEREAS, a Special Land Use Permit Application was filed in March, 2022 for approval of a new bistro serving alcoholic liquors for on premise consumption and associated interior/exterior renovations; and,

WHEREAS, the land for which the Special Land Use Permit Agreement is sought is located on the east side of N. Old Woodward, north of Euclid and south of Ravine; and,

WHEREAS, the land is zoned B2 (General Business) and D2 (Downtown Overlay) which permits the operation of a bistro serving alcoholic liquors for on premise consumption with a Special Land Use Permit; and,

WHEREAS, Article 7, Section 7.34 of Chapter 126 Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission after reviewing recommendations on the site plan and design from the Planning Board for the proposed Special Land Use; and,

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to Wilders, LLC for the issuance of a bistro on-premises license, Special Land Use Permit.

NOW, THEREFORE, the parties agree as follows:

1. Licensee has a liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the CITY OF BIRMINGHAM shall require the approval of the Birmingham City Commission in accordance with Section 10-83. In addition, any expansion, of the Property shall also require the approval of the Birmingham City Commission.

2. Licensee further acknowledges that it must maintain a Special Land Use Permit for a bistro as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through

a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the number of interior or exterior seats, etc.

4. Licensee further acknowledges that outdoor dining is permitted with a valid Outdoor Dining Permit.

5. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

8. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Licensee from operating the establishment. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

9. To the fullest extent permitted by law, Licensee and Property Owner and any entity or person for whom Licensee and the Property Owner is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of an establishment at the Property.

10. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County

Circuit Court or by compulsory arbitration, at the election of the City. The Licensee and Property Owner shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

12. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

13. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

14. The City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

- a. WILDERS, LLC shall abide by all provisions of the Birmingham City Code; and
- b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

15. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

16. Except as herein specifically provided, WILDERS, LLC and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of WILDERS, LLC to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

17. WILDERS, LLC is recommended for the operation of a bistro establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM, the Property Owner and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

WILDERS, LLC (Licensee)

By: Sammy S. Eij
Its: CEO
Date: 9-14-22

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 14 day of September, 2022, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Patty Russel
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 5/28/2026

PATTY RUSSEL
Notary Public, State of Michigan
County of Oakland
My Commission Expires May. 28, 2026
Acting in the County of _____

460 PARKVIEW, LLC (Property Owner)

By: [Signature]
Its: OWNER PARTNER
Date: 9-14-22

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 14 day of September, 2022, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Patty Russel
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 5/28/2026

PATTY RUSSEL
Notary Public, State of Michigan
County of Oakland
My Commission Expires May. 28, 2026
Acting in the County of _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

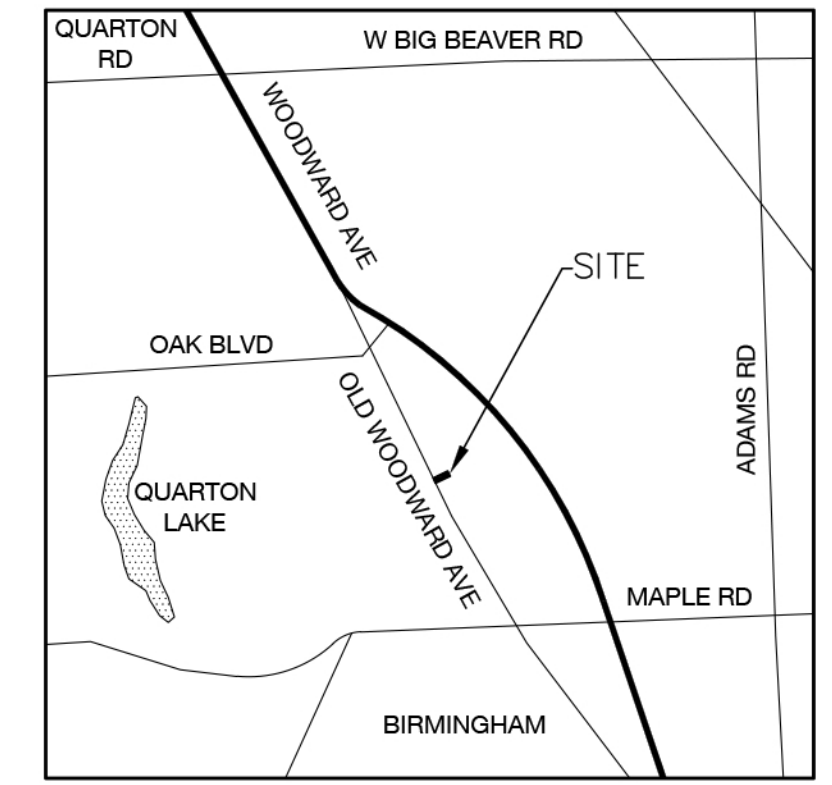
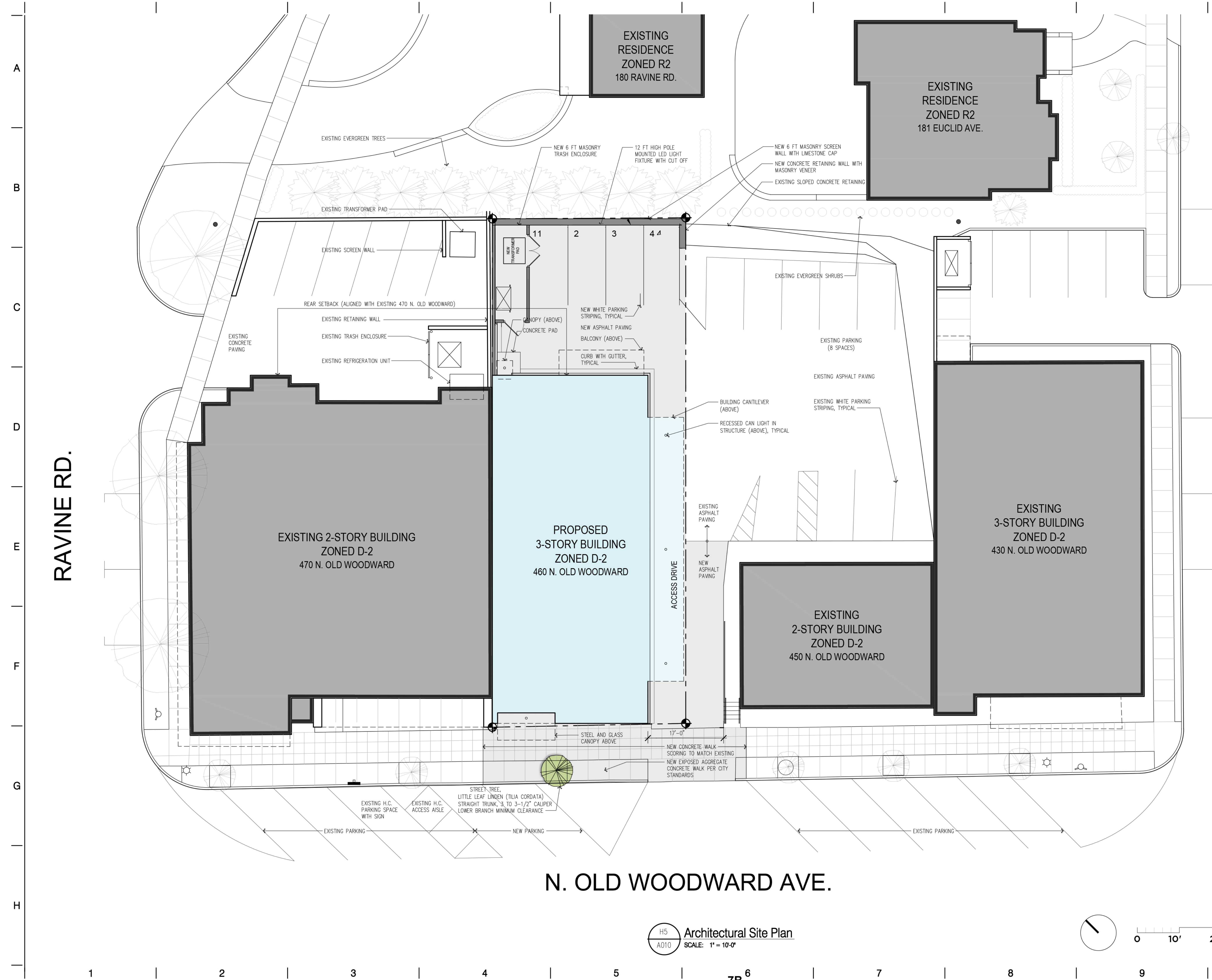
By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

Nicholas Dupuis, Planning Director
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)



Location Map
Not to Scale

RAVINE RD.

EUCLID AVE.

N. OLD WOODWARD AVE.

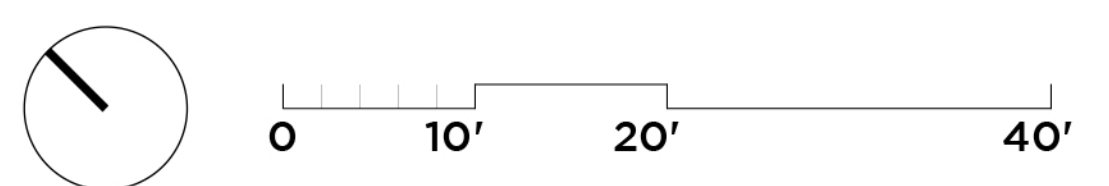
SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Wilder's
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: Issued For:
05-10-2021 PRELIM. SITE PLAN REVIEW
10-27-2021 FINAL SITE PLAN REVIEW
03-15-2022 SPECIAL LAND USE PERMIT

Sheet No.:
A010
ARCHITECTURAL SITE PLAN

H5
A010
Architectural Site Plan
SCALE: 1" = 10'-0"



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H

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

7B

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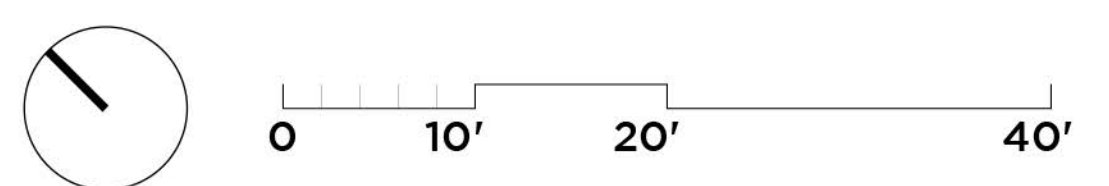
N. OLD WOODWARD AVE.

EUCLID AVE.

EXISTING
2-STORY BUILDING
ZONED D-2
460 N. OLD WOODWARD

1 | 2 | 3 | 4 | 5 | 7B 6 | 7 | 8 | 9 | 10

H5
A011
Aerial Photograph - Existing Site
SCALE: 1" = 10'-0"



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ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
460 Parkview
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: 05-10-2021
Issued For: PRELIM. SITE PLAN REVIEW

Sheet No.:
A011
Aerial Photograph -
Existing Site

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ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
460 Parkview
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: 05-10-2021 **Issued For:** PRELIM. SITE PLAN REVIEW

Sheet No.:
A012
Photographs - Existing Site

H5
A012
Photographs - Existing Site
SCALE: 1" = 10'-0"

A
B
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E
F
G
H



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ARCHITECTURE
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BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
460 Parkview
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

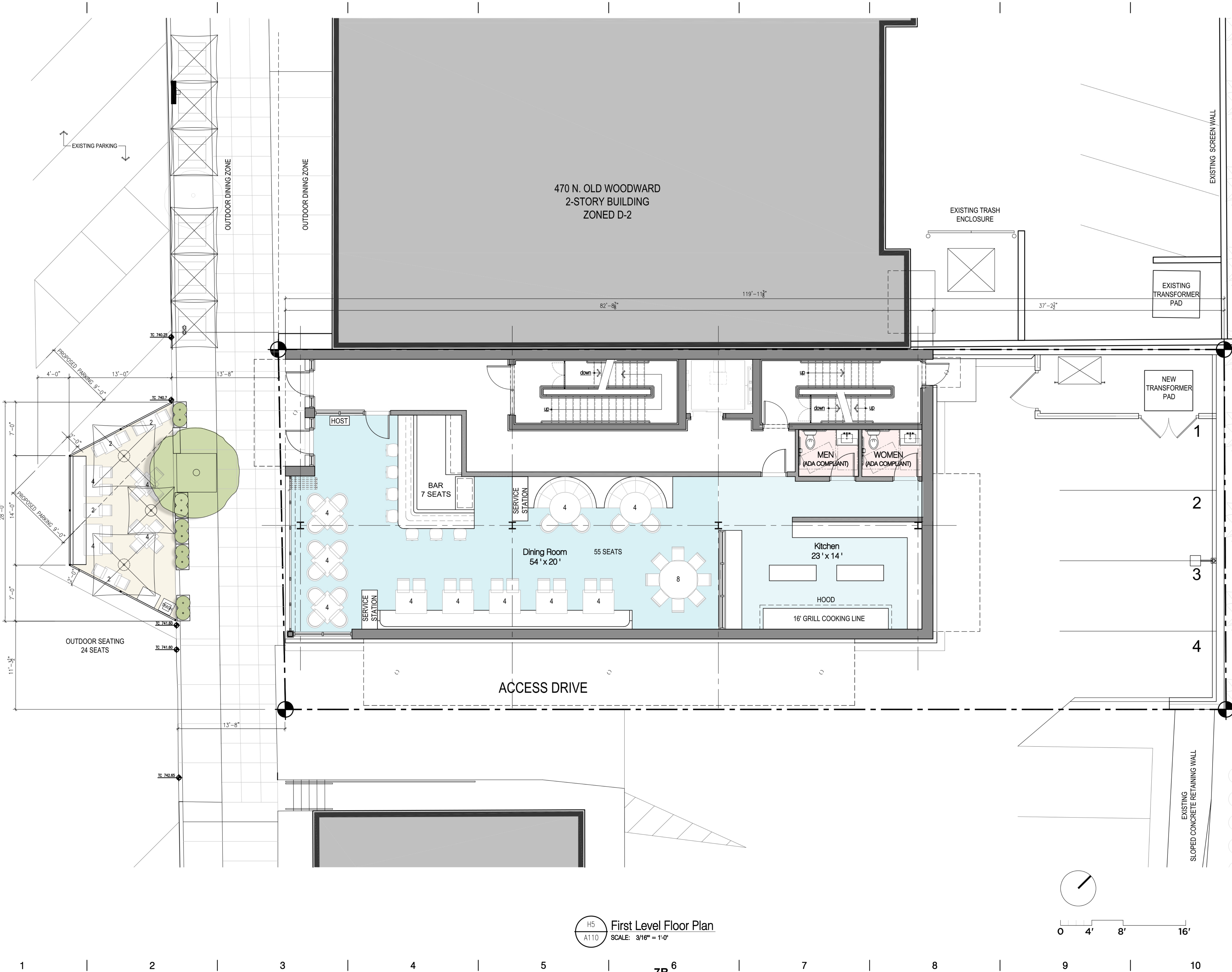
Date: 05-10-2021 **Issued For:** PRELIM. SITE PLAN REVIEW

Sheet No.:
A013
Photographs - Existing Site

H5 Photographs - Existing Site
A013 SCALE: 1" = 10'-0"

N. OLD WOODWARD AVE.

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SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:
Wilder's
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: Issued For:

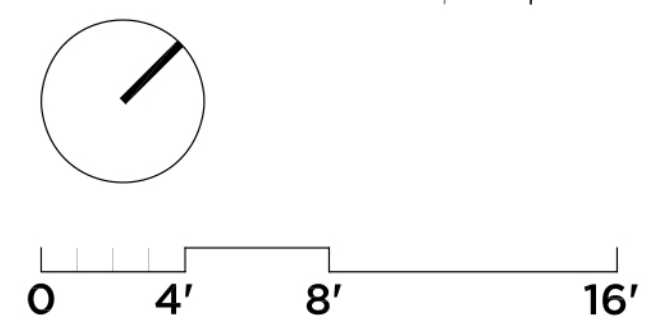
03-15-2022 SPECIAL LAND USE PERMIT

Sheet No.:

A110

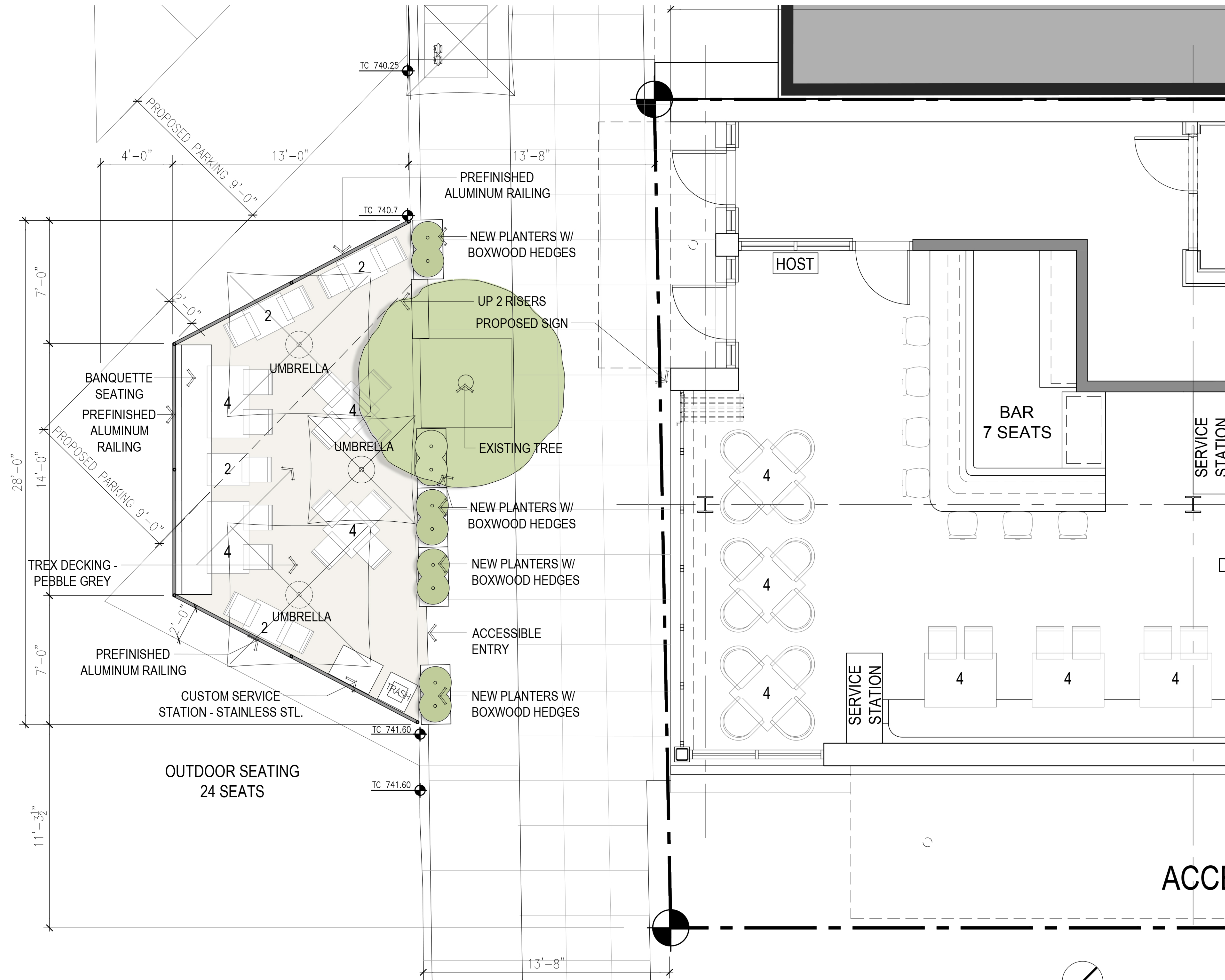
FIRST LEVEL FLOOR PLAN

H5
A110
First Level Floor Plan
SCALE: 3/16" = 1'-0"



7B

N. OLD WOODWARD AVE.



Enlarged
Outdoor Dining Plan
SCALE: 3/8" = 1'-0"

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BIRMINGHAM, MI 48009
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F. 248.258.5515
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Project:
Wilder's
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: Issued For:
08-15-2022 SPECIAL LAND USE PERMIT

Sheet No.:

A111

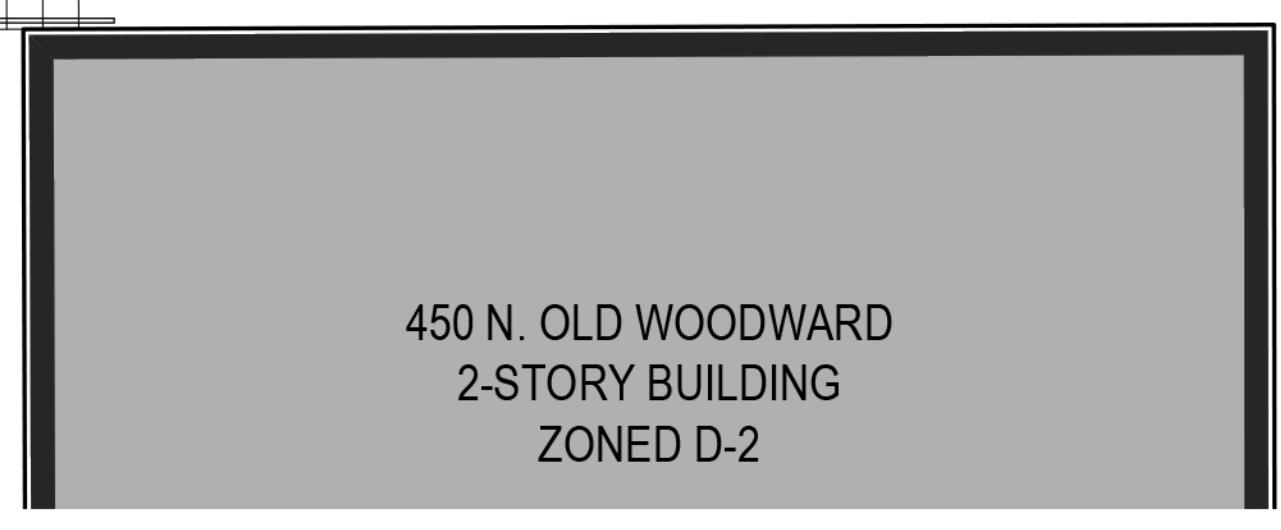
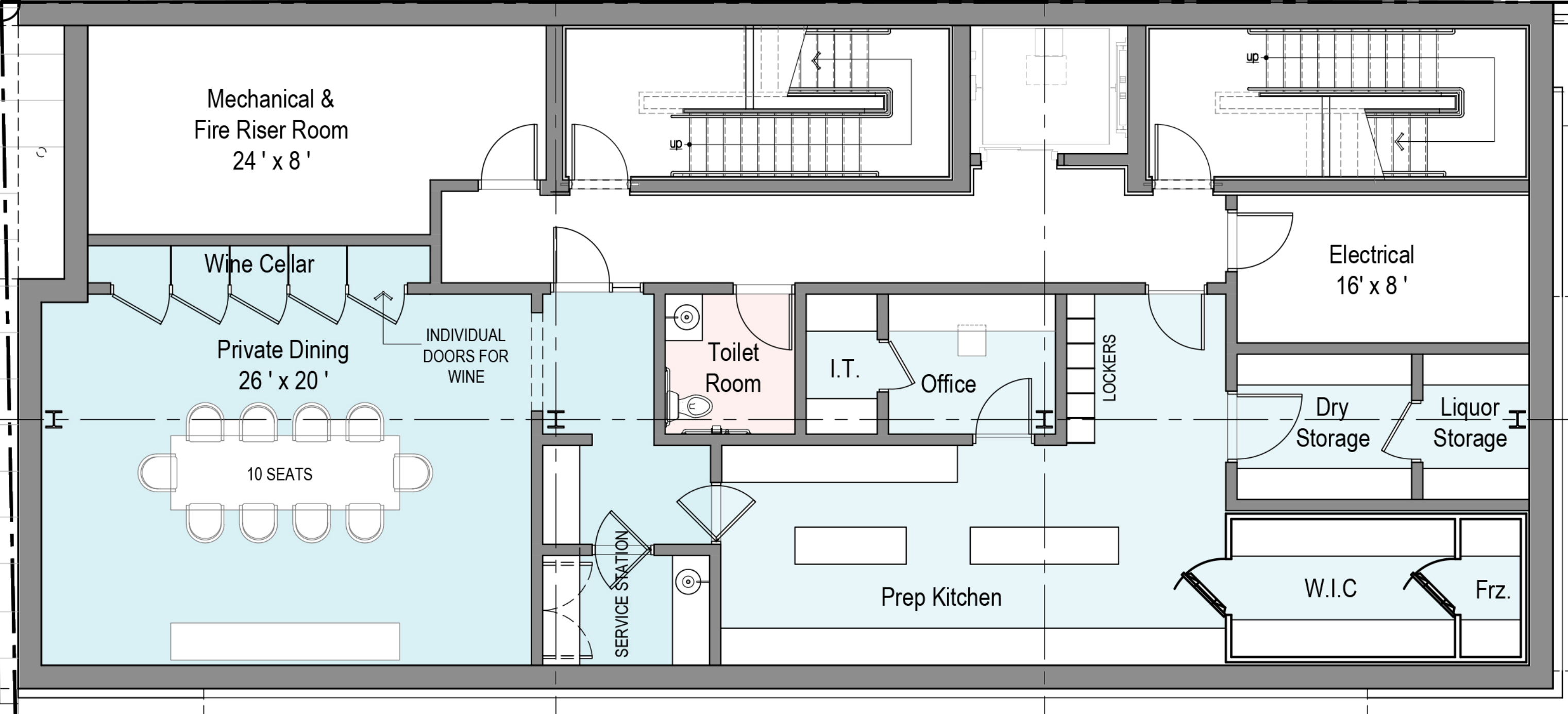
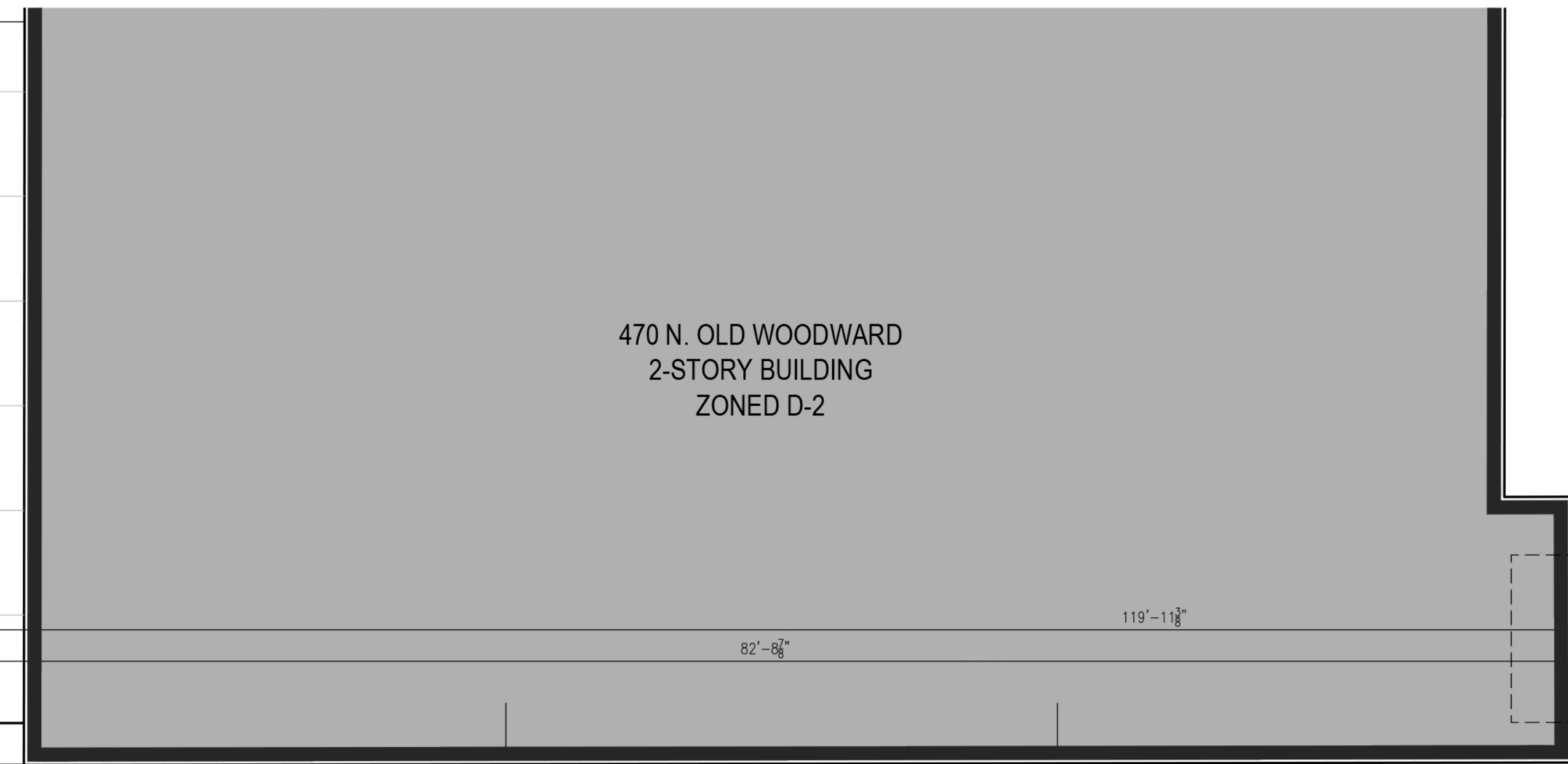
ENLARGED
OUTDOOR DINING PLAN

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1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

N. OLD WOODWARD AVE.

A
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ACCESS DRIVE

NEW TRANSFORMER PAD

1
2
3
4

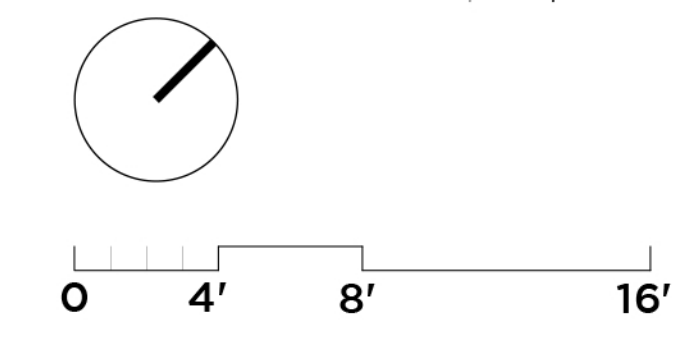
SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Wilder's
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: 08-15-2022 Issued For: SPECIAL LAND USE PERMIT

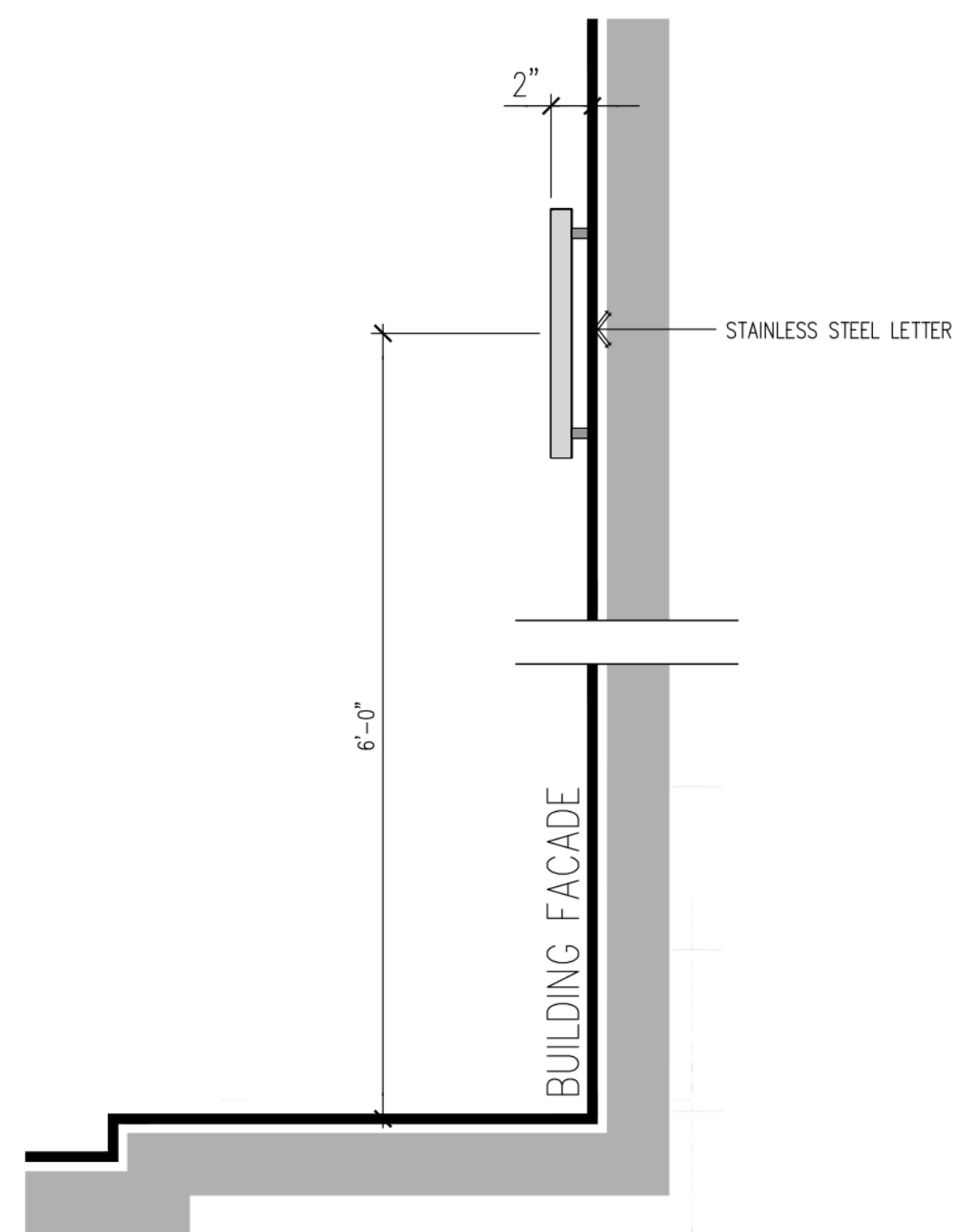
Sheet No.:
A100
LOWER LEVEL FLOOR PLAN

H5 Lower Level Floor Plan
A100 SCALE: 3/16" = 1'-0"

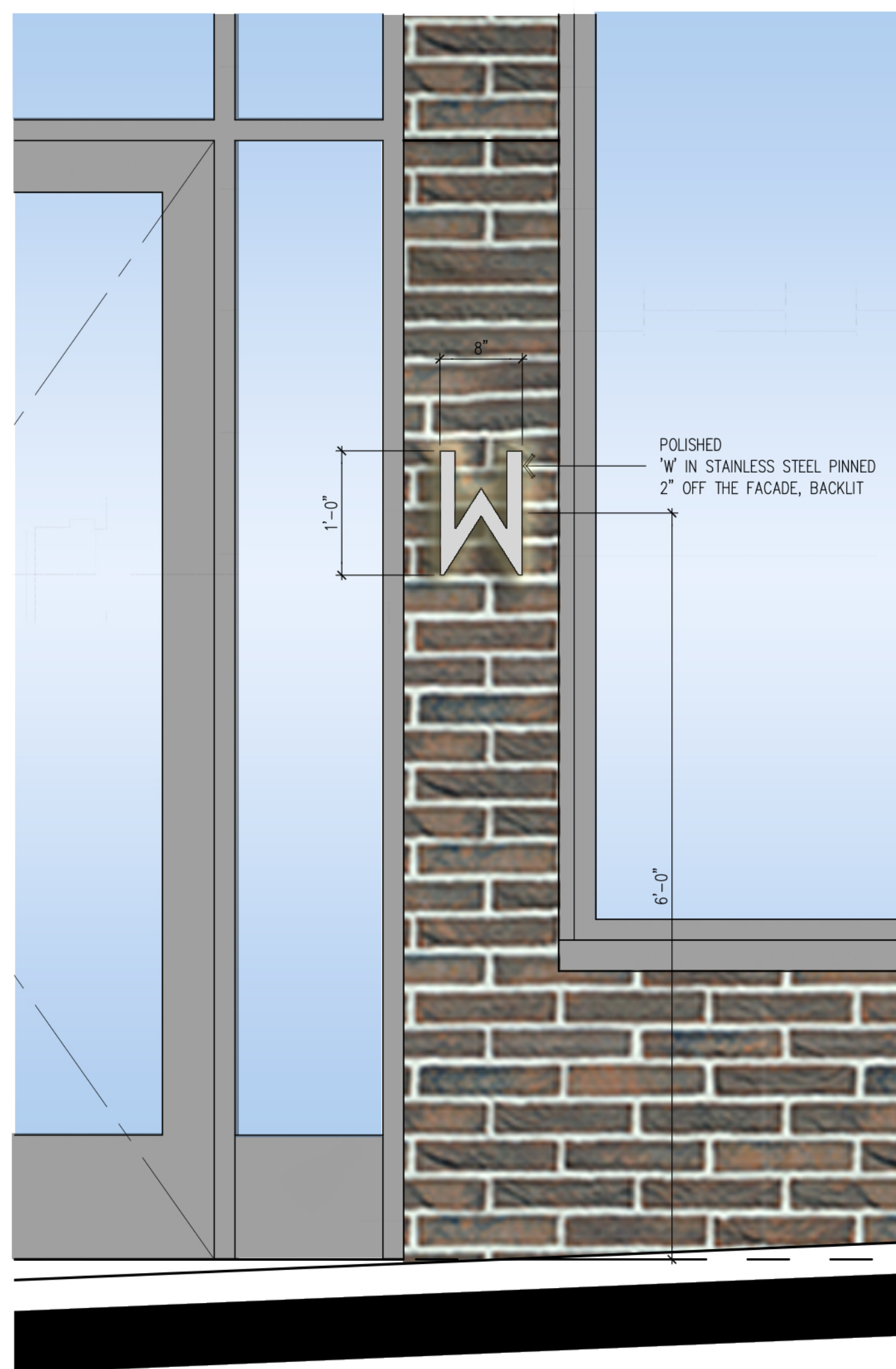


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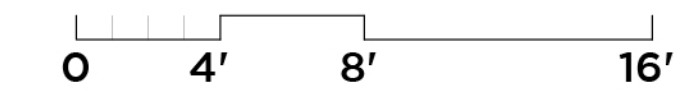
D1 Wilder's Sign Detail - Profile
A200 SCALE: 1 1/2" = 1'



H1 Wilder's Sign Detail
A200 SCALE: 1" = 1'-0"



H5 Elevation/West (N. Old Woodward)
A200 SCALE: 3/16" = 1'-0"



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05-10-2021	PRELIM. SITE PLAN REVIEW
10-27-2021	FINAL SITE PLAN REVIEW
03-15-2022	SPECIAL LAND USE PERMIT

Sheet No.:
A200
EXTERIOR ELEVATIONS
WEST

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

A
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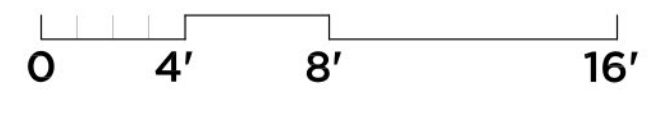
SAROKI
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03-15-2022	SPECIAL LAND USE PERMIT

Sheet No.:
A201
EXTERIOR ELEVATIONS
SOUTH

H5
A201
Elevation/South
SCALE: 3/16" = 1'-0"



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

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H



SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:
Wilder's
460 N. Old Woodward Avenue
Birmingham, Michigan 48009

Date: **Issued For:**

05-10-2021 PRELIM. SITE PLAN REVIEW

10-27-2021 FINAL SITE PLAN REVIEW

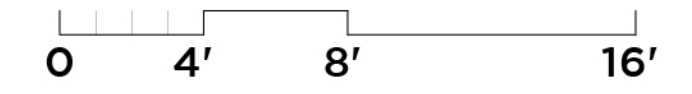
03-15-2022 SPECIAL LAND USE PERMIT

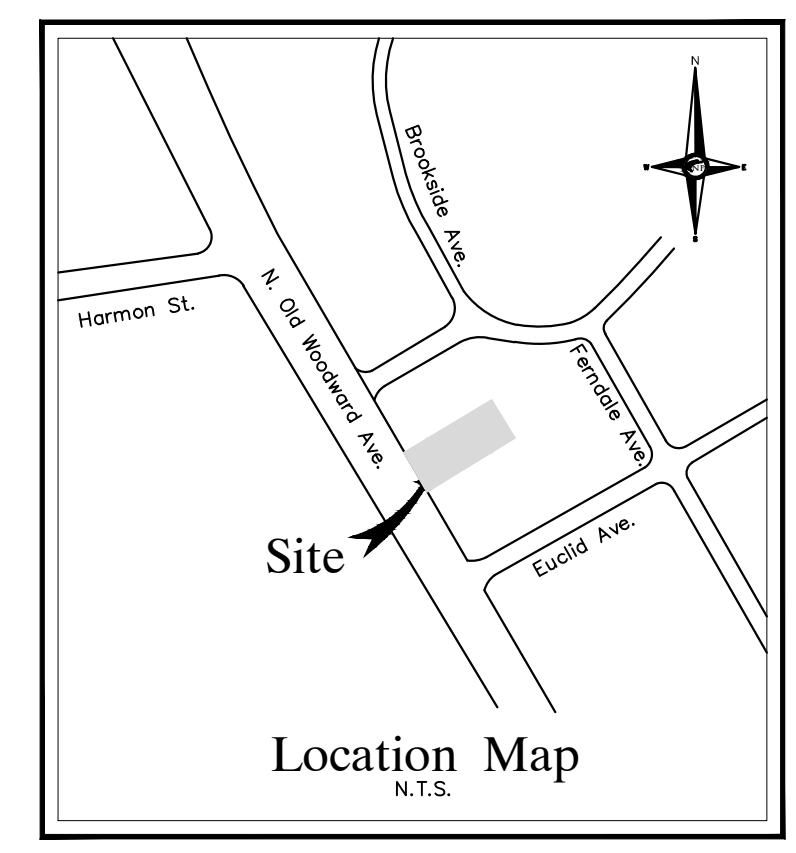
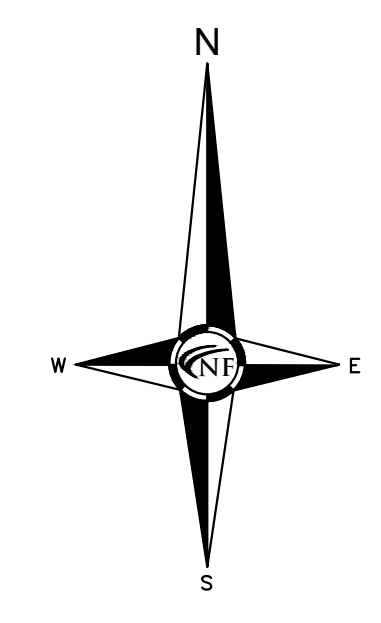
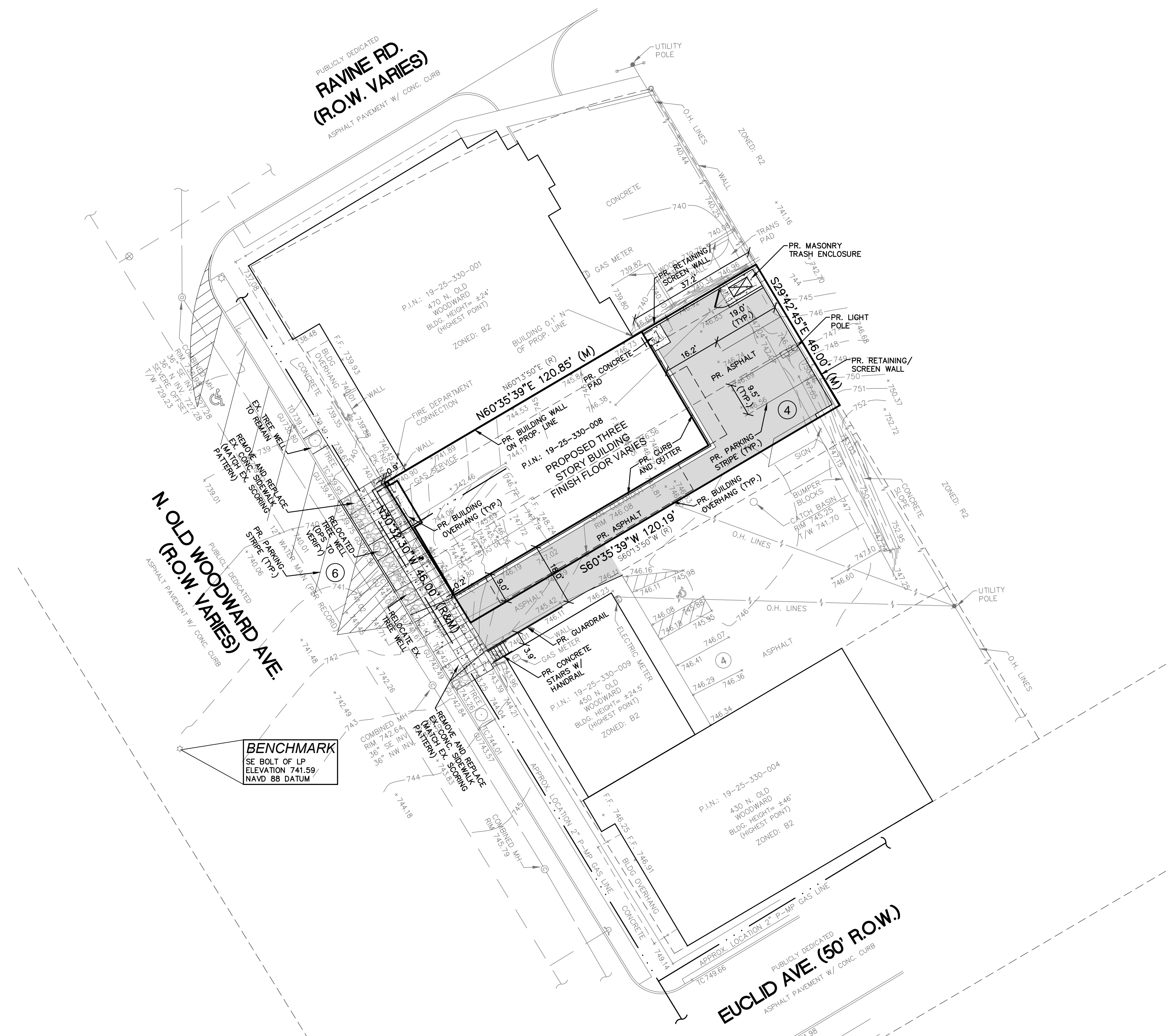
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A202

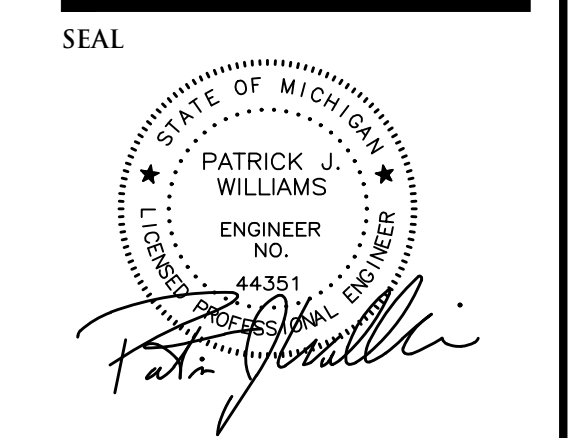
EXTERIOR ELEVATIONS
EAST

H5
A202
Elevation/East
SCALE: 3/16" = 1'-0"





NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257



PROJECT
 460 N. Old Woodward
 Birmingham, MI

CLIENT
 Saroki Architecture
 430 N. Old Woodward
 Birmingham, MI 48009

Contact: Victor Saroki
 Ph: (248) 258-5707

PROJECT LOCATION
 Part of Section 25
 T. 2 North, R. 10 East
 City of Birmingham,
 Oakland County, Michigan

SHEET
 Dimensional Site Plan

SITE DATA

ZONING: B2 (GENERAL BUSINESS)

SITE AREA: 5,543 S.F. OR 0.13 ACRES

BUILDING AREA:
 1ST FLOOR: 1,806 S.F. RETAIL
 2ND FLOOR: 2,960 S.F. OFFICE
 3RD FLOOR: 2,485 S.F. RESIDENTIAL

MAX. BUILDING HEIGHT: 3 STORIES / 40'

SETBACKS:	REQUIRED:	PROVIDED:
FRONT (WEST):	0'	0.2'
SIDE (NORTH):	0'	0.0'
SIDE (SOUTH):	0'	9.0'
REAR (EAST):	20'	37.2'

PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND

	MANNHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	MANHOLE CATCH BASIN		EXISTING WATERMAIN
	UTILITY POLE		EXISTING STORM SEWER
	GUY POLE		EX. R. Y. CATCH BASIN
	GUY WIRE		EXISTING BURIED CABLES
	C.O.		OVERHEAD LINES
	MANHOLE		LIGHT POLE
	HYDRANT		SIGN
	GATE VALVE		EXISTING GAS MAIN
	INLET		PR. SANITARY SEWER
	C.B.		PR. WATER MAIN
	MANHOLE		PR. STORM SEWER
			PR. R. Y. CATCH BASIN
			PROPOSED LIGHT POLE

DATE ISSUED/REVISED
 04-30-2021 PRELIMINARY SITE PLAN REVIEW
 03-14-2022 REVISED PER CITY

DRAWN BY:
 A. Eizember
 DESIGNED BY:
 A. Eizember
 APPROVED BY:
 P. Williams

DATE:
 April 30, 2021

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.
K519 SP-2

Detention Calculations (10) Year Storm Event	
Contributing Area:	0.112 Acres
Allowable Outflow, Q _a :	1.000 CFS / Acre
Runoff Coefficient, C:	0.950 Imperviousness
Maximum Allowable Outflow, Q ₀ :	1.053 CFS / Acre * Imperv.
T _s Storage Time (10 Yr):	53.958 Minutes
V _s Storage Volume (10 Yr):	4,903.532 CF / Acre * Imperv.
V _t Total Volume (10 Yr):	521.736 Cubic Feet
Volume Required :	522 Cubic Feet
Required Formulae:	
Q ₀ = Q _a / (Area x C)	V _s = (10,500 x T) / (T + 25) - (40 x Q ₀ x T)
T = .25 + (6,562.5 / Q ₀) ^{0.5}	V _t = V _s x A x C

PIPE STORAGE CALCULATIONS

Pipe Dia (inches)	X-sec area (sq. ft.)	Length (LF)	Volume Provided (Cubic Feet)
30	4.91	84	412.5

Volume Provided (Cu. Ft) **413**

STRUCTURE STORAGE CALCULATIONS

Structure Dia (inches)	Structure (quantity)	X-sec area (sq. ft.)	Depth (feet)	Volume (cu. ft.)
60	1	19.64	10.25	201.3

Volume (Cu. Ft.) **201**

TOTAL STORAGE PROVIDED = 614 Cu. Ft.

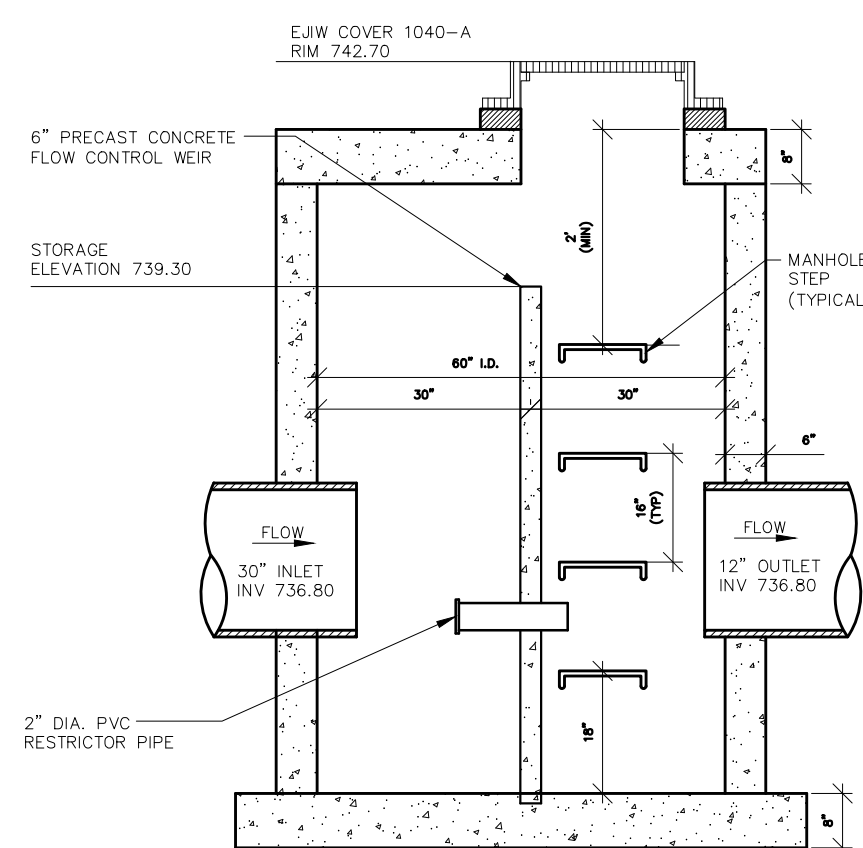
RESTRICTOR CALCULATIONS

Contributing Acreage, A:	0.11 Acres
Allowable Outflow / Acre, Q _a :	1.00 CFS / Acre
Storage Elevation:	739.30 Feet
Outlet Elevation:	736.80 Feet
Depth of Storage, h:	2.50 Feet
Maximum Allowable Outflow, Q ₀ :	0.11 CFS
Required Restrictor Size:	0.01 Square Feet
Design Restrictor Diameter:	1.62 Inch Diameter
Restrictor Required by Design:	2 Inch Diameter

Formula: $Q = (0.62 \times A \times ((2gh)^{0.5}))$

STORM STRUCTURE SCHEDULE

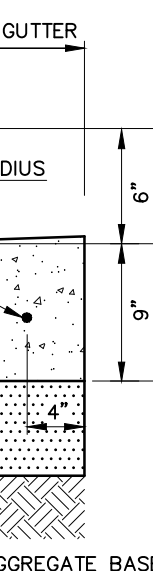
- 1 EX. COMBINED MANHOLE
EX. 36" SE INV. 731.69
EX. 36" NW INV. 730.39
PR. 12" NE INV. 736.22
- 2 5" DIA. OVERFLOW MH (PER DETAIL)
RIM 742.70
36" NE INV. 736.80
12" SW INV. 736.80
- 3 5" DIA. CATCH BASIN
W/2' SLUMP
RIM 745.90
8" NW INV. 742.40
36" SW INV. 737.64



SECTION A-A

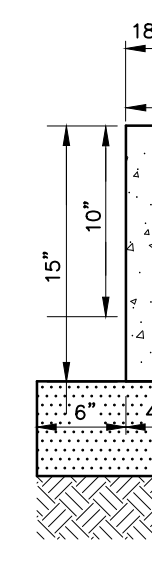
5' DIAMETER OVERFLOW MANHOLE DETAIL

N.T.S.



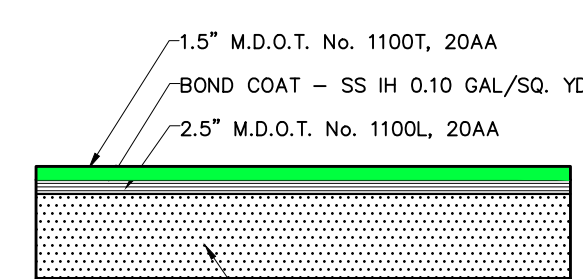
CONCRETE CURB DETAIL 'A'

N.T.S.

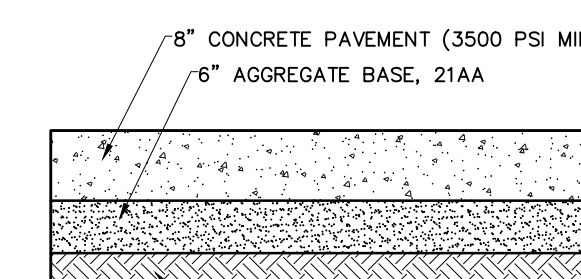


CONCRETE CURB DETAIL 'B'

N.T.S.

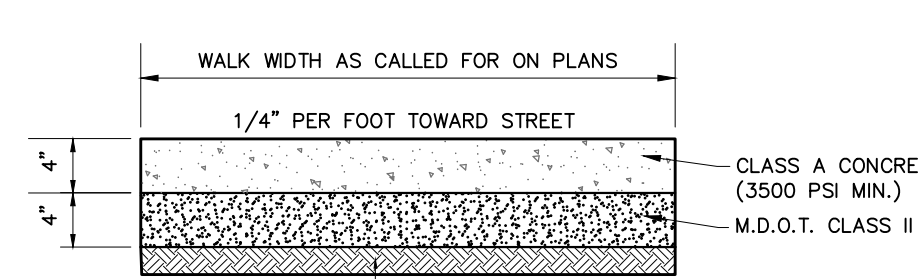


ASPHALT PAVEMENT SECTION (DRIVE AND PARKING)



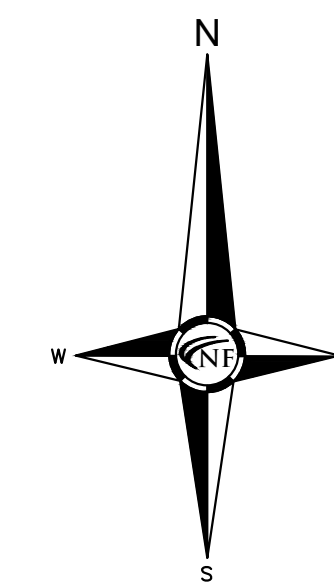
CONCRETE PAVEMENT SECTION

N.T.S.



CONCRETE SIDEWALK SECTION

N.T.S.

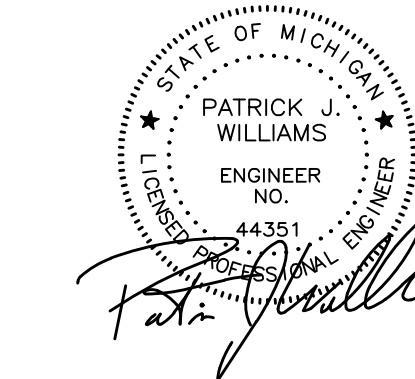


Location Map



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

SEAL



PROJECT
460 N. Old Woodward
Birmingham, MI

CLIENT
Saroki Architecture
430 N. Old Woodward
Birmingham, MI 48009

Contact: Victor Saroki
Ph: (248) 258-5707

PROJECT LOCATION
Part of Section 25
T. 2 North, R. 10 East
City of Birmingham,
Oakland County, Michigan

SHEET
Engineering Site Plan



DATE ISSUED/REVISED
04-30-2021 PRELIMINARY SITE PLAN REVIEW
03-14-2022 REVISED PER CITY

DRAWN BY:
A. Eizember
DESIGNED BY:
A. Eizember
APPROVED BY:
P. Williams

DATE:
April 30, 2021

SCALE: 1" = 20'

20 10 0 10 20 30

NFE JOB NO. SHEET NO.
K519 SP-3

GENERAL PAVING NOTES

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: BASE COURSE - MDT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.

EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADI.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.

PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

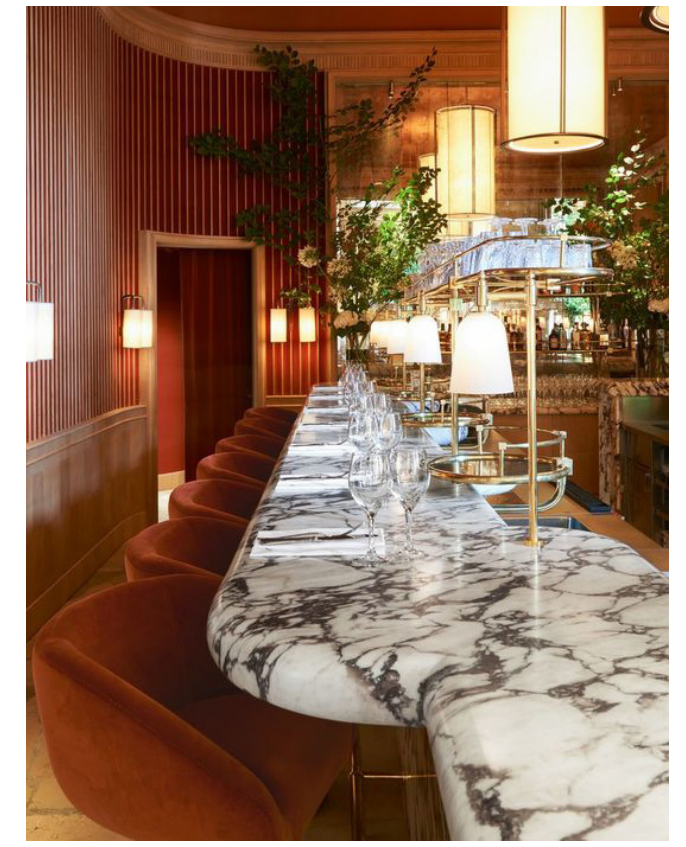
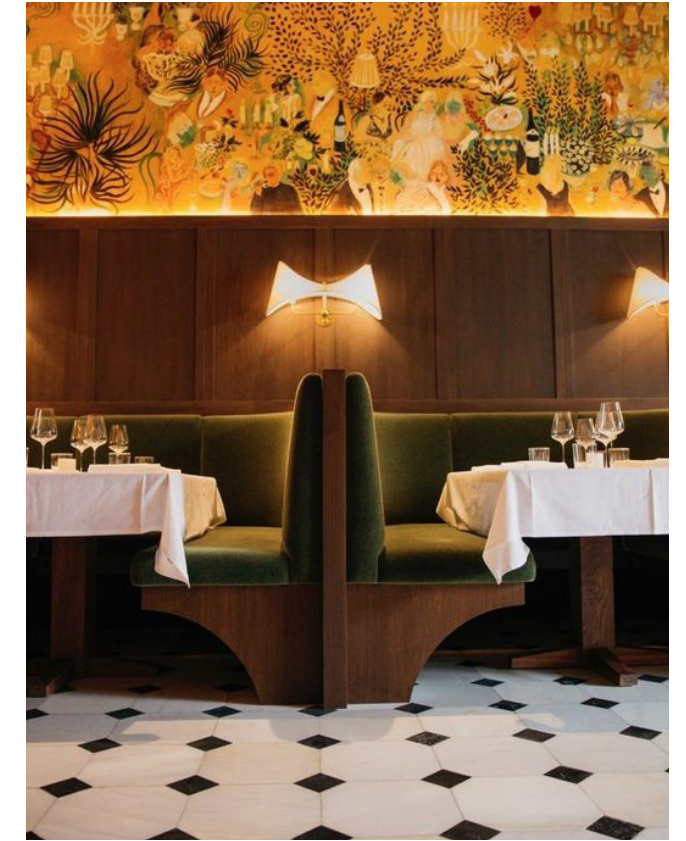
LEGEND

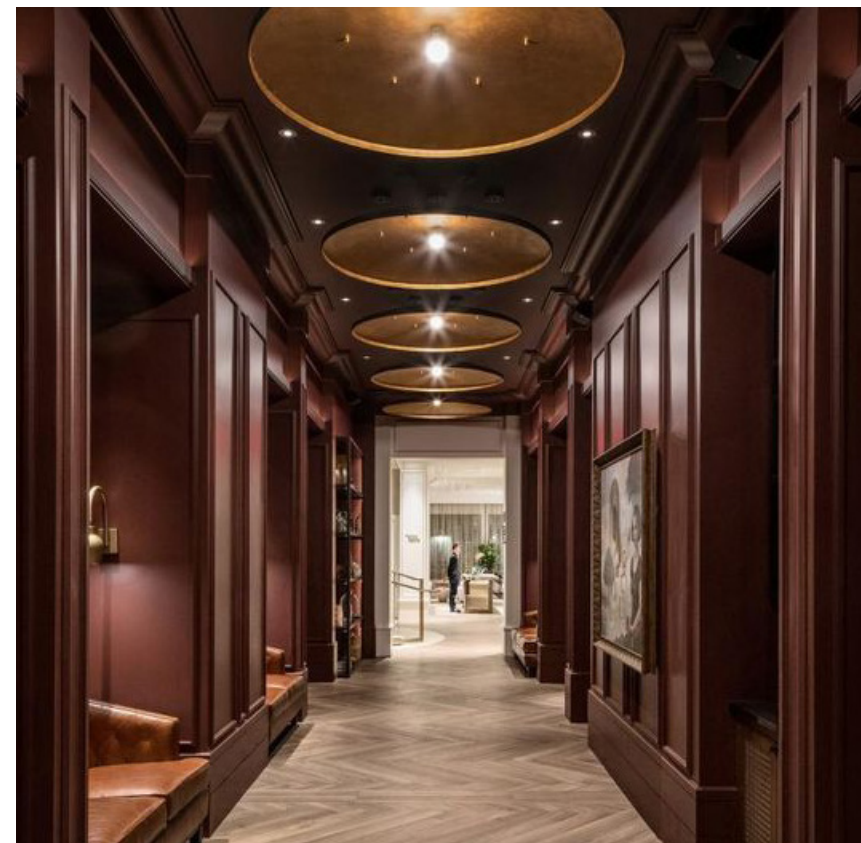
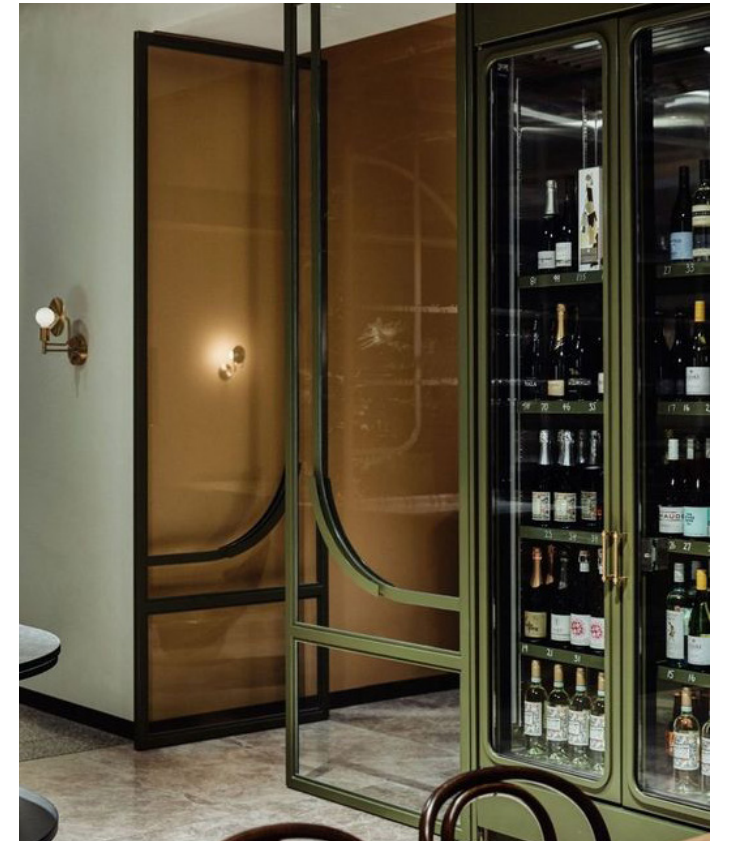
	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		GATE VALVE
	MANHOLE CATCH BASIN		EXISTING WATERMAIN
	UTILITY POLE		EXISTING STORM SEWER
	GUY POLE		EX. R. Y. CATCH BASIN
	GUY WIRE		EXISTING BURIED CABLES
	OVERHEAD LINES		LIGHT POLE
	SIGN		EXISTING GAS MAIN
	C.O. MANHOLE		PR. SANITARY SEWER
	HYDRANT		PR. WATER MAIN
	INLET		PR. STORM SEWER
	C.B. MANHOLE		PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE		

Wilder's

CONCEPTUAL DESIGN PACKAGE | MARCH 15, 2022







MARBLE BAR TOP



WALNUT WOOD TONES



SAFFRON VELVET



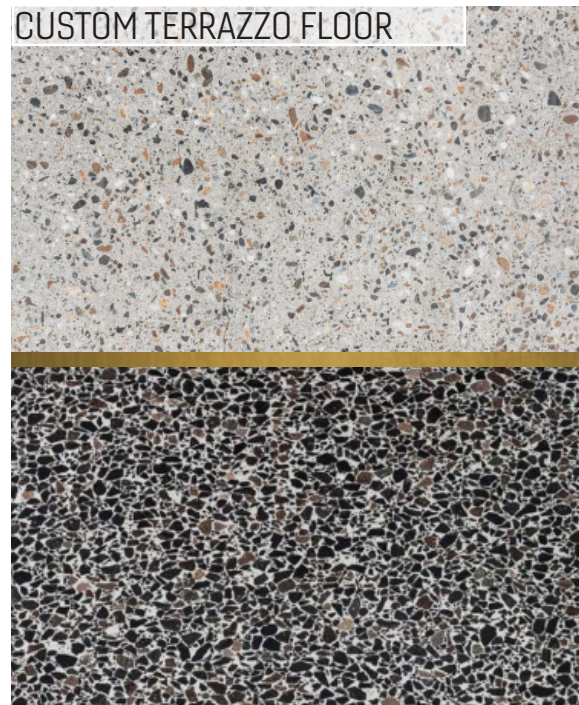
ANTIQUE MIRROR



PAINTERLY MURAL WALLCOVERING



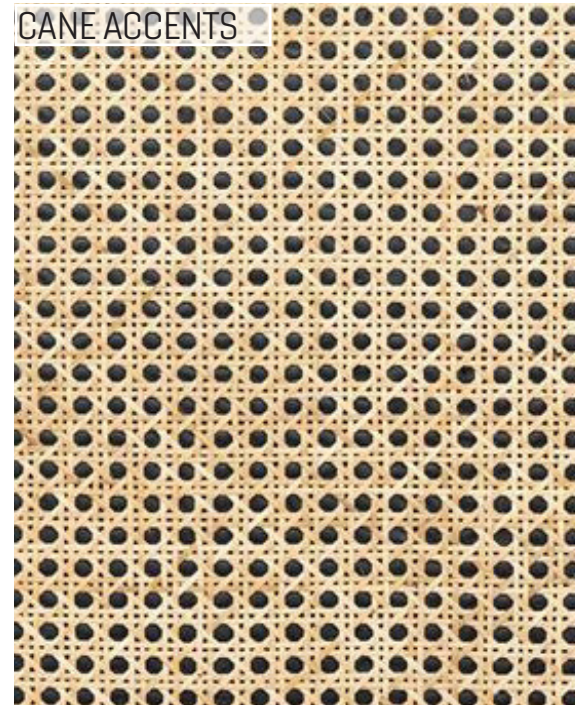
CUSTOM TERRAZZO FLOOR



MOSS VELVET



CANE ACCENTS



AGED BRASS



PARQUET WOOD FLOOR



MARBLE BARTOP



WALNUT TAMBOUR PANEL BAR FRONT



ANTIQUE BRASS BAR BASE & FOOTRAILS



ARCHED MILLWORK BAR BACK DISPLAY



BAR BACK DISPLAY ANTIQUE MIRROR



BARTOP LAMPS



RESTROOM MATERIAL PALETTE



RAILING WITH INTEGRATED PLANTER BOXES



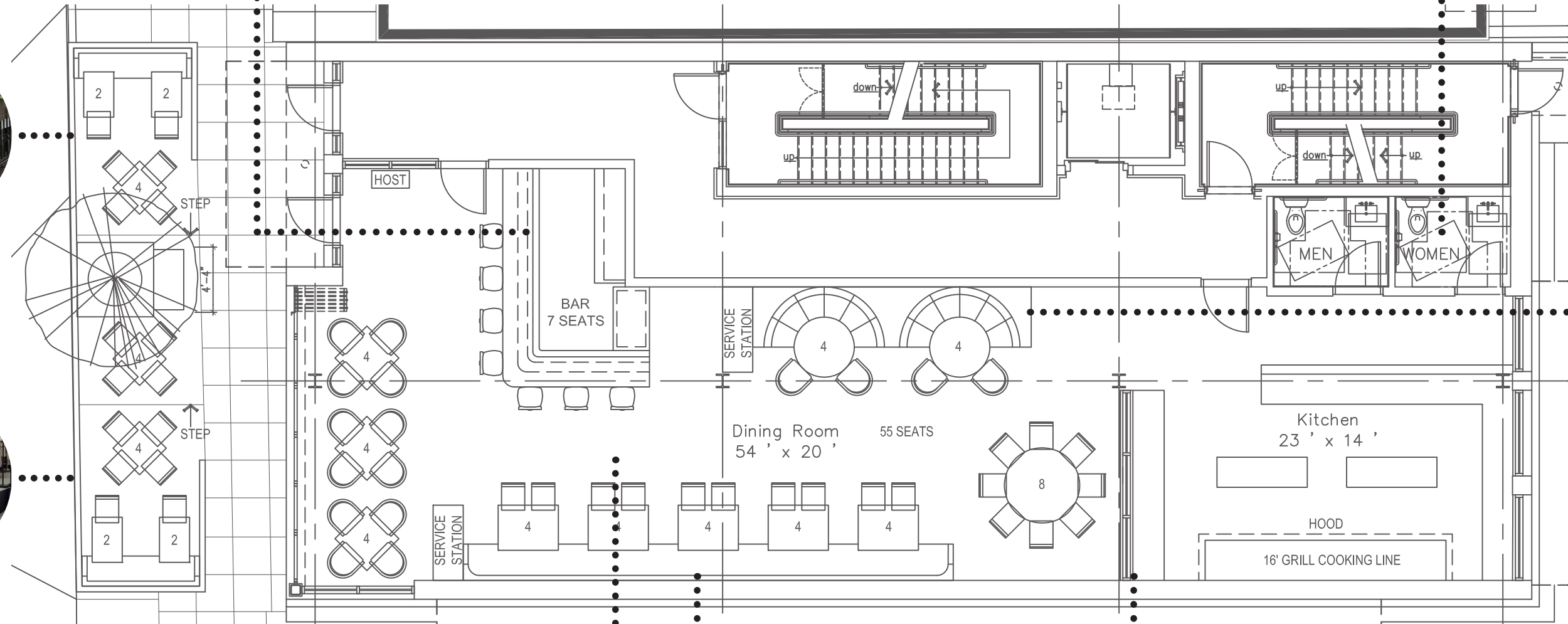
ALUMINUM PLATFORM SURROUND



ANTIQU MIRROR ABOVE BANQUETTE



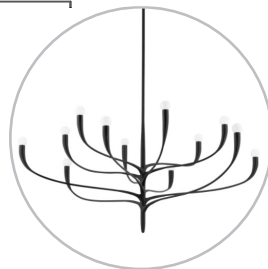
STEP-TUFTED VELVET BANQUETTE



CUSTOM TERRAZZO FLOOR PATTERN



PLASTER CEILING FINISH



DINING ROOM CHANDELIERS



ACCENT WALLCOVERING



STEP-TUFTED VELVET BANQUETTE



KITCHEN WINDOWS

WOOD & GLASS WINE CELLAR DOORS



AGED BRASS WINE DISPLAY



RESTROOM MATERIAL PALETTE



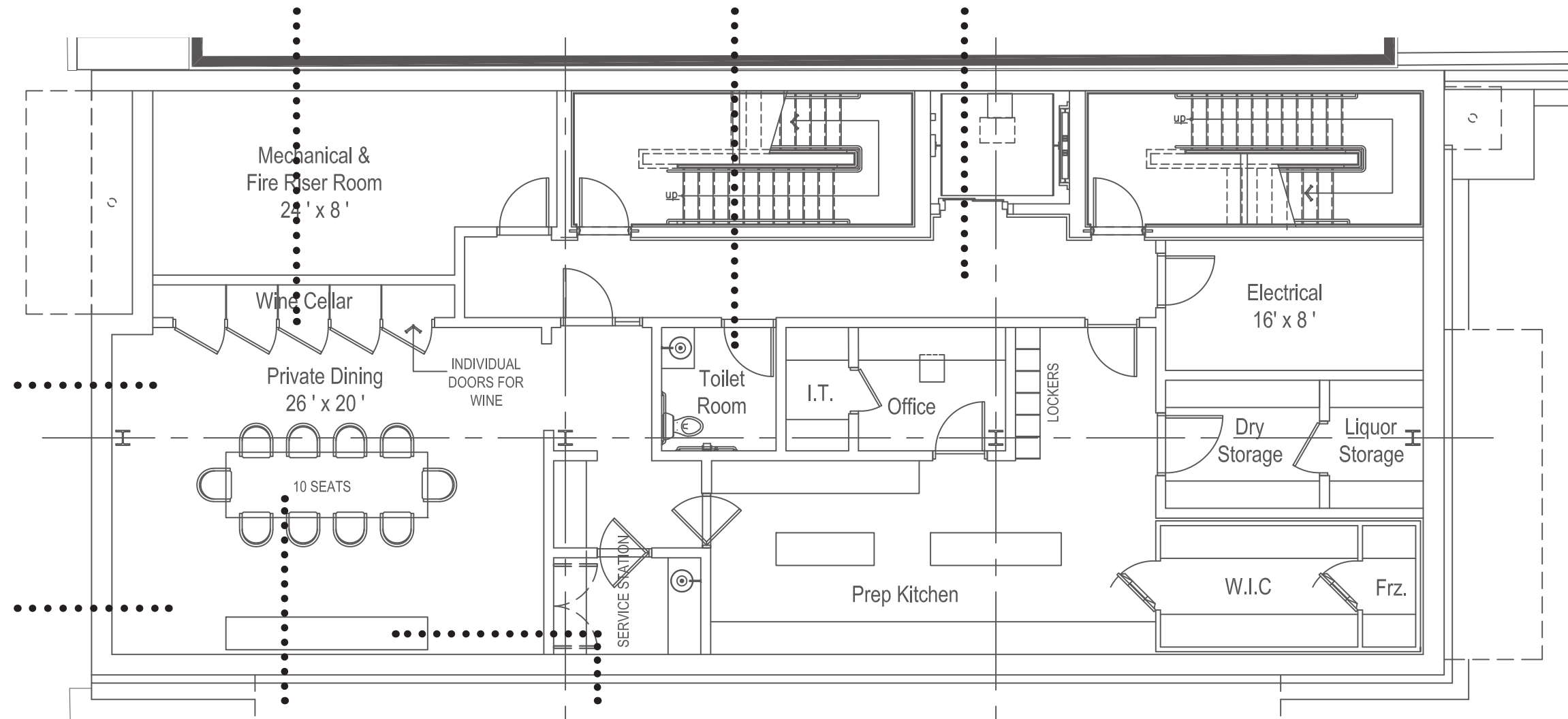
PAINTED WALL PANELING



PARQUET WOOD FLOOR



MURAL STYLE WALLCOVERING



DOUBLE PENDANTS



CUSTOM BUFFET



BUFFET MARBLE TOP

BARSTOOL - OPTION 1



DINING ARM CHAIR - OPTION 1



ARMLESS DINING CHAIR CHAIR (LINEAR BANQUETTE) - OPTION 1



DINING CHAIR (PRIVATE DINING ROOM) OPTION 1



BANQUETTE TUFTING - OPTION 1



BARSTOOL - OPTION 2



DINING ARM CHAIR - OPTION 2



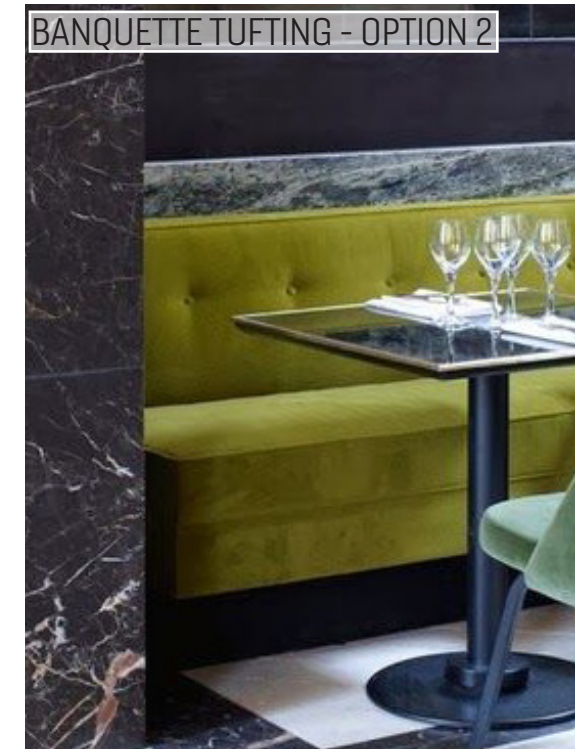
ARMLESS DINING CHAIR CHAIR (LINEAR BANQUETTE) - OPTION 2



DINING CHAIR (PRIVATE DINING ROOM) OPTION 2



BANQUETTE TUFTING - OPTION 2





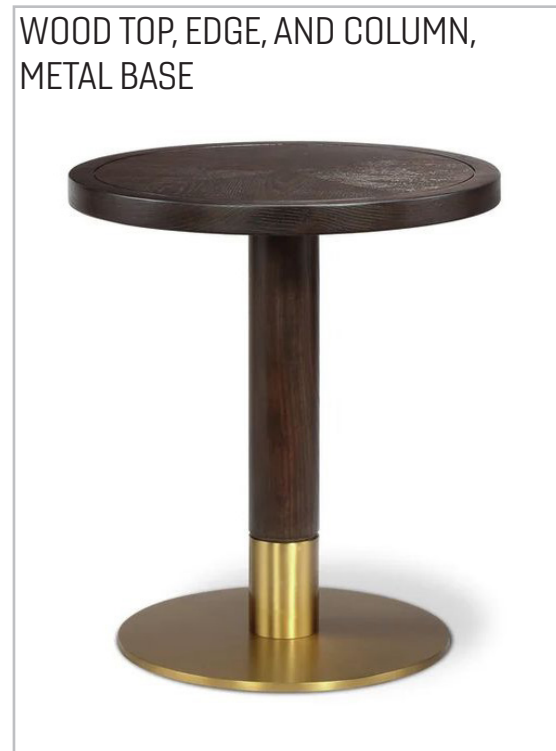
STONE TOP WITH WOOD EDGE



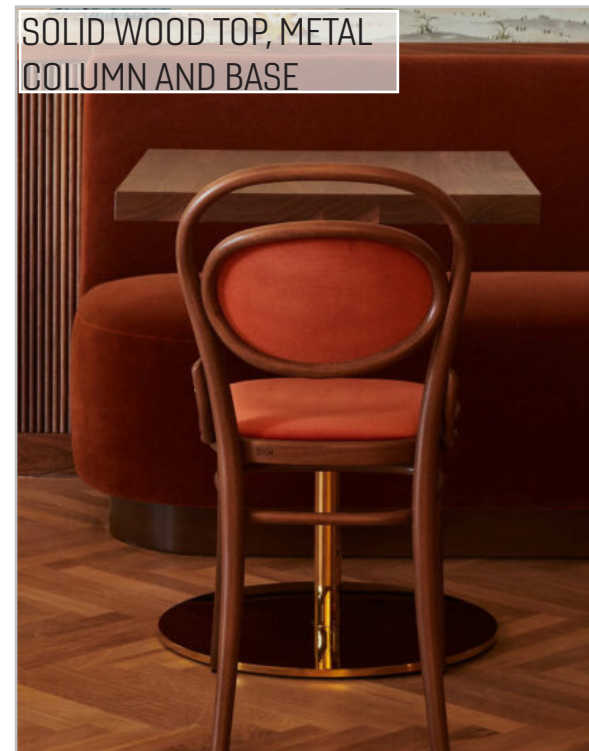
WOOD TOP WITH BRASS INLAY



CLOTH TABLECOVERS



WOOD TOP, EDGE, AND COLUMN,
METAL BASE



SOLID WOOD TOP, METAL
COLUMN AND BASE

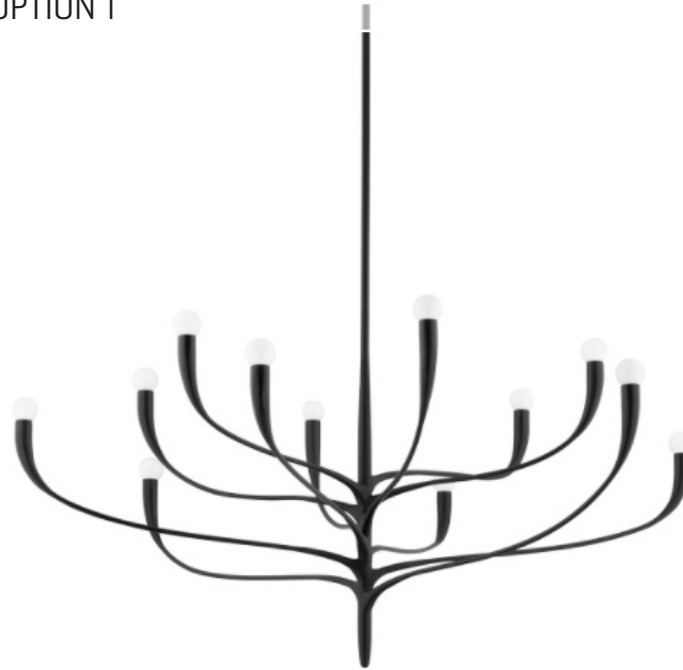


WOOD TOP WITH ARC LEG & BRASS DETAIL
(PRIVATE DINING)

BARTOP LAMP
OPTION 1



MAIN DINING ROOM CHANDELIER
OPTION 1



PRIVATE DINING PENDANTS
OPTION 1



BARTOP LAMP
OPTION 2



MAIN DINING ROOM CHANDELIER
OPTION 2



PRIVATE DINING PENDANTS
OPTION 2





UMBRELLA
TUUCI UMBRELLA
BAY MASTER M1 CLASSIC



FABRIC
SUNBRELLA
STORM



TABLETOP
WILSONART
THINSCAPE PERFORMANCE
STERLING CALCUTTA

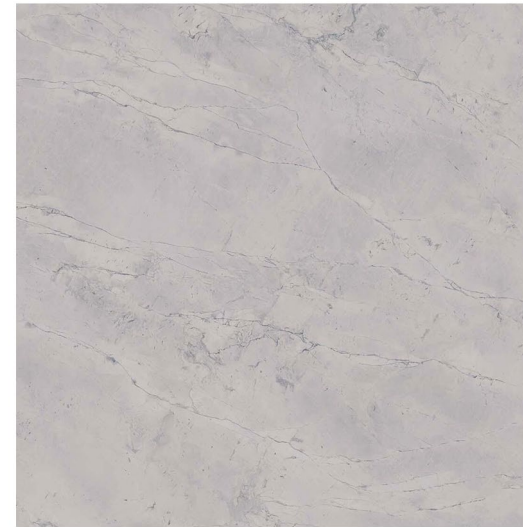
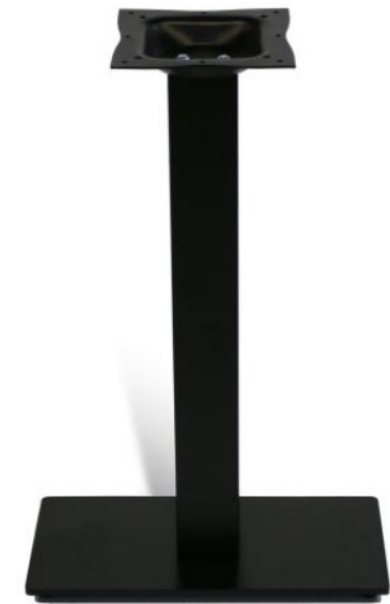


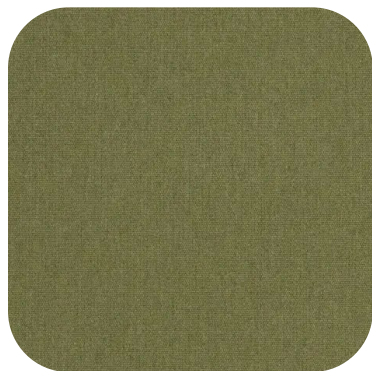
TABLE BASE
GAR
FSB SERIES



BANQUETTE SEATING
TROPITONE



FABRIC
SUNBRELLA
HERITAGE LEAF



DINING CHAIR
JANUS ET CIE
PANINI CHAIR



PLANTERS
RH TERRAZ RECTANGULAR PLANTER
DARK GREY



DECKING
TREX SELECT
PEBBLE GREY



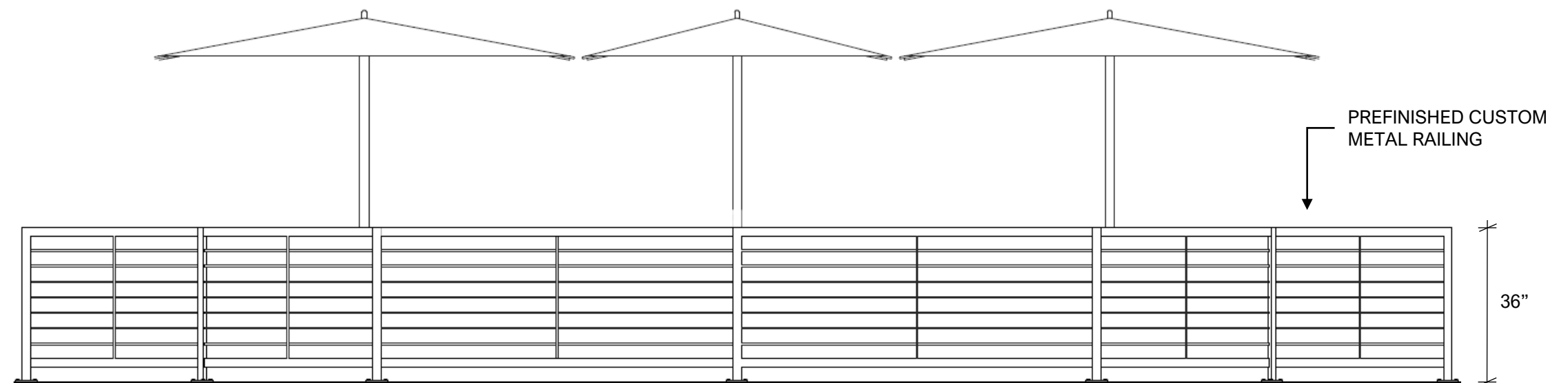
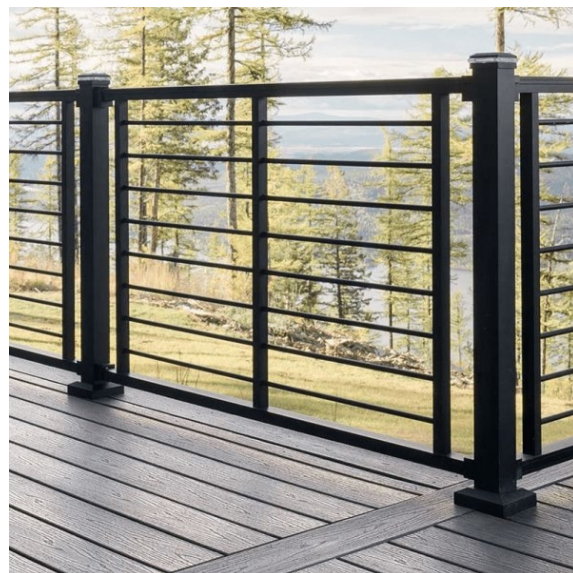
SERVICE STATION
CUSTOM FABRICATED
POWDER COATED STAINLESS STEEL



TRASH RECEPTACLE
LANDSCAPE FORMS
SELECT
STAINLESS STEEL



PERIMETER RAILING
CUSTOM FABRICATED
POWDER COATED ALUMINUM
MATTE BLACK





MEMORANDUM

Planning Division

DATE: July 13, 2022

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 460 N. Old Woodward – Wilders — Special Land Use Permit (SLUP), Final Site Plan & Design Review (**UPDATES IN BOLD BLUE TEXT**)

The applicant has submitted a Special Land Use Permit, Final Site Plan and Design Review application for a new bistro in the first floor tenant space of a new building planned in Downtown Birmingham. The subject site is located on the east side of N. Old Woodward, south of Ravine and across from Booth Park. On December 21, 2021, the Planning Board moved to approve a Final Site Plan and Design Review application for a new 3-story mixed-use building with minor conditions that have since been resolved. The proposed bistro is located in the first floor of the new 3-story building.

On November 8, 2021, the City Commission moved to direct Wilders Supper Club (now “Wilders”) to the Planning Board for the process of Special Land Use Permit, Final Site Plan and Design Review. Wilders is the first and only application to have submitted an application from the 2021 bistro screening period.

Wilders’ initial screening application described an inspiration “drawn from the bustling French bistros that define the urban streetscape and energy of modern Paris.” The menu will be composed of fresh seafood options and prime chops. The hours of operation are proposed as follows:

Tuesday – Sunday Dinner Service: 5:00 PM – 11: 00 PM
Saturday & Sunday Brunch Service: 11:00 AM – 2:00 PM

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain

a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

On June 22, 2022, the Planning Board moved to postpone consideration of the Special Land Use Permit, Final Site Plan and Design Review application citing concerns with the outdoor dining deck. The Planning Board requested a revised patio design that utilizes a portion of the street, as well as clarity on the proposed materials and fixtures of the platform. Please see the updates in the relevant sections below.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing site is a vacant two-story commercial building that has been approved to be replaced by a 3-story mixed-use building.
- 1.2 Existing Zoning – B2 (General Business) & D2 (Downtown Overlay)
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial/ Office	Commercial/ Office	Single-Family Residential	Public Property
Existing Zoning District	B2 (General Business)	B2 (General Business)	R2 (Single-Family Residential)	PP (Public Property)
Overlay Zoning District	D2	D2	N/A	N/A

2.0 Bistro Requirements

Article 9, section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining of no more than 65 people.

Article 3, section 3.04(C)(10) of the Zoning Ordinance permits bistros in the Downtown Overlay District as long as the following conditions are met:

- a. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- b. Alcohol is served only to seated patrons, except those standing in a defined bar area;

- c. No dance area is provided;
- d. Only low key entertainment is permitted;
- e. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- f. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;
- g. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro;
- h. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
- i. Enclosures facilitating year round dining outdoors are not permitted.
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

Wilders is proposing 58 seats in the restaurant and 7 bar stools for a total of 65 seats. In addition, Wilders is proposing an outdoor dining patio with 24 seats. In terms of the standards in Section 3.04(C)(10), Wilders appears to meet each standard and does not require any variances or special conditions.

A full review of the design of the outdoor dining facility is provided in the Design Review section below.

3.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are no bulk, area, height or placement issues with the proposed plan.

4.0 Screening and Landscaping

- 4.1 Dumpster Screening – The dumpster condition on site was previously approved during the December 16, 2021 review for the overall building and is not proposed to change as a part of the SLUP application submitted.

- 4.2 Parking Lot Screening – The 4 off-street parking spaces and associated screening on site were previously approved during the December 16, 2021 review for the overall building and is not proposed to change as a part of the SLUP application submitted.
- 4.3 Mechanical Equipment Screening – The mechanical equipment and associated screening was previously approved during the December 16, 2021 review for the overall building and is not proposed to change as a part of the SLUP application submitted.
- 4.4 Landscaping – There are no landscaping features proposed as a part of the application submitted.
- 4.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit Amendment and Final Site Plan/Design Review application.

5.0 Parking, Loading and Circulation

- 5.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed.
- 5.2 Loading – No off-street loading space is required for the less than 5,000 sq. ft. commercial use.
- 5.3 Vehicular Circulation and Access – Vehicular circulation and access is not proposed to change from the December 16, 2021 review for the overall building.
- 5.4 Pedestrian Circulation and Access – Pedestrian circulation and access is not proposed to change from the December 16, 2021 review for the overall building.

6.0 Lighting

There are no new light fixtures proposed as a part of the application submitted. All lighting for the building was previously approved during the December 16, 2021 review for the overall building. The lighting in the area of the entrance for the retail space, which is now proposed to be Wilders, consisted of LED downlights beneath the canopies.

7.0 Departmental Reports

- 7.1 Engineering Division – Engineering comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.

- 7.2 Department of Public Services – Department of Public Services comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.
- 7.3 Fire Department – Fire Department comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.
- 7.4 Police Department – Police Department comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.
- 7.5 Building Division – Building Division comments will be provided during the SLUP, Final Site Plan and Design Review hearing on July 13, 2022.

8.0 Design Review

Due to the recently approved overall building design in December 2021, the applicant is not proposing any changes to the building façade as a part of the application submitted. The approved façade of the first floor storefront consists of brick, glass, and a steel and glass canopy.

In addition, the applicant does not appear to be proposing any signage at this time. Article 2, Section 2.02(A)(2) states that the City Commission shall hear and deny, approve, or approve with conditions, those signs for special land uses, after receiving the recommendation of the Planning Board. **The Planning Board may wish to require the applicant to submit a sign plan as a part of the application submitted to be reviewed by City Staff and the City Commission.**

The applicant has provided the details of a modest sign proposed on the wall adjacent to the main entrance of the restaurant. The sign measures just over 1 sq. ft. and is constructed of metal. Although the proposed sign is well within the permitted maximum combined sign area of 36 sq. ft., the proposed sign location is not within the Sign Band as required by the Sign Ordinance. Thus, the applicant must submit revised sign plans that meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning Appeals.

Outdoor Dining

Outdoor dining patios must comply with the criteria outlined in Article 4, Section 4.44 – Outdoor Dining Standards. Outdoor dining patios are permitted immediately adjacent to the principal use, subject to site plan review and the following conditions:

1. Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.

2. All outdoor activity must cease at the close of business or as noted in subsection 3 below.
3. When an outdoor dining area is immediately adjacent to any single-family or multiple-family residential district, all outdoor activity must cease at the close of business or 10:00 p.m., whichever is earlier.
4. Outdoor dining may be permitted on the sidewalk throughout the year with a valid Outdoor Dining License, provided that all outdoor dining fixtures and furnishings must be stored indoors each night between November 16 and March 31 to allow for snow removal.
5. All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
6. Table umbrellas shall be considered under Site Plan Review and shall not impede sight lines into a retail establishment, pedestrian flow in the outdoor dining area, or pedestrian or vehicular traffic flow outside the outdoor dining area.
7. For outdoor dining located in the public right-of-way:
 - a. All such uses shall be subject to a license from the city, upon forms provided by the Community Development Department, contingent on compliance with all city codes, including any conditions required by the Planning Board in conjunction with Site Plan approval.
 - b. In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 feet.
 - c. Outdoor dining is permitted to extend in the right-of-way in front of neighboring properties, with the written permission of the property owner(s) and with Planning Board approval, if such property is vacant or the first floor storefront(s) is/are vacant. Outdoor dining areas may extend up to 50% of the width of the neighboring lot(s) storefront(s), or up to 50% of the lot(s) frontage, if such lot is vacant.
 - d. City Commission approval is also required for outdoor dining extensions onto neighboring property if the establishment making such a request holds a bistro license.
 - e. An elevated, ADA compliant, enclosed platform may be erected on the street in front of an eating establishment to create an outdoor dining area from April 1 through November 15 only if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - f. No such facility shall erect or install permanent fixtures in the public right-of-way.
8. Outdoor dining is permitted in a B1 District at a rate of 4 seats for every 12 linear feet of store frontage, with no more than 12 seats total per building; no elevated enclosed platforms on the street are permitted in a B1 District.

The applicant is proposing a 18-seat, roughly 270 sq. ft. outdoor dining platform located in the furnishing zone of the sidewalk located in front of the proposed bistro. The platform is split into two parts to accommodate an existing street tree, as well as the existing slope in the area. The platform is proposed to be enclosed with a metal railing with hanging planter boxes, and the platform will be enclosed with an aluminum surround. The applicant has also submitted details on potential table and chair options for the patio, which consist of an 'Option 1' and an 'Option 2'. The table options appear to be constructed of metal/high quality materials, and the chairs appear to be a wicker material, but it is unclear at this time. Thus, **the applicant must submit revised plans with the final table and chair selected for the patio, and must submit detailed specifications for both.**

Furthermore, the applicant has proposed a waste receptacle within the patio, but has not indicated whether or not the patio will contain other design or service elements such as umbrellas, service stations or the like. **The applicant must clarify and confirm the design of the patio to ensure that all outdoor dining elements have been considered as a part of this review.**

Finally, the applicant is required to provide a minimum 5 ft. clear walking path along the sidewalk adjacent to their outdoor dining patio. The applicant has provided dimensions on the site plans indicate that a clear path of 5 ft. 3 in. is provided along the sidewalk adjacent to the patio.

Based on the conversation at the Planning Board on June 22, 2022, the applicant has now submitted a revised patio design that is completely within the N. Old Woodward right-of-way and utilizes one public on-street parking space. The new platform contains 24 seats instead of 18 seats, which remains well under the maximum permitted of 65.

The proposed platform is trapezoidal in shape, and is constructed of trex decking that is flush with the curb. The applicant has also provided detailed information on all of the fixtures and furnishings proposed, which include aluminum railings, a service station, waste receptacle, fabric umbrellas, planter boxes, composite tables and wicker chairs. The tables and chairs appear to be constructed of high-quality materials as required.

The applicant has also submitted elevation drawings demonstrating the platforms design in the context of the elevation, and has also demonstrated the sidewalk patio approved at EM Bistro to the north on their site plans.

Finally, the applicant has submitted alternate designs for the platform as requested by the Planning Board to demonstrate two different approaches:

one completely on the sidewalk, and one that does not utilize any on-street parking. The alternate plans are found at the end of the review package for Wilders so that they do not get confused with the formally proposed plans.

9.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

11.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the Special Land Use and Final Site Plan/Design Review application for 460 N. Old Woodward – Wilders – subject to the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

12.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend for **APPROVAL** the Final Site Plan & Design Review for 460 N. Old Woodward – Wilders – subject to the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 460 N. Old Woodward – Wilders – pending receipt of the following:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 460 N. Old Woodward – Wilders – for the following reasons:

1. _____
2. _____
3. _____

13.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend for **APPROVAL** to the City Commission the Special Land Use Permit for 460 N. Old Woodward – Wilders – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit 460 N. Old Woodward – Wilders – pending receipt of the following:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 460 N. Old Woodward – Wilders – for the following reasons:

1. _____
2. _____
3. _____



MEMORANDUM

City Manager's Office

DATE: September 14, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: McNulty Letter

The City Manager's Office received a letter from Kevin A. McNulty requesting support for a ban on assault weapons. Mr. McNulty's letter was also sent to several other local municipalities.

The Commission has previously addressed gun violence prevention. At the June 13, 2022 meeting, the Commission authorized the Mayor to sign the National League of Cities (NLC) Open Letter to Congress on Gun Violence Prevention. The NLC open letter recommends several measures including: a 30 day waiting period for the purchase or transfer of all guns, ban of the manufacture and sale of automatic and semi-automatic assault-style weapons, red flag laws, and ensuring access to mental health care.

ATTACHMENTS

- Letter from Kevin McNulty re: Assault Rifles
- National League of Cities Open Letter to Congress

KEVIN A. McNULTY

Attorney at Law

1975 Royal Ave.

Berkley, MI 48072

Phone 248-860-2075

September 1, 2022

Mayor of Detroit, Warren, Harper Woods, St Clair Shores, Roseville, Clinton Twp., Harrison Twp., Centerline, Madison Hts., Royal Oak, Ferndale, Hazel Park, Oak Park, Royal Oak Township, Huntington Woods, Dearborn, Dearborn Hts., Berkley, Southfield, Beverly Hills, Birmingham, Farmington, Wixom, Novi

Re: ASSAULT RIFLES

Dear Sir/Madam Mayor,

President Biden is calling for a ban on assault weapons. The people are calling for a ban on assault weapons.

This is the HUE AND CRY for a MASS "CIVIL DISOBEDIENCE" by one people, one community, affluent, poor, Christian, Hebrew, Moslem all united in love for each other. Semi-automatic weapons of mass destruction have ravaged our country, without any opposition from anyone, whatsoever.

No one has done anything. In 1939 the people of Germany did nothing. Now is the time to do something.

If it won't start at the top, then it must start from the bottom, and work its way up. Every city, every municipality must adopt an assault weapon ban and large magazine ban. I have been told repeatedly that it is illegal for a city to ban weapons of mass destruction. But what about all the cities together? Is it illegal for all the cities to protect their citizens?

I am reminded that it was illegal for Rosa Parks to sit in the front of the bus. It was illegal for African Americans to sit at Woolworth's lunch counter. It was illegal to sell a home to an African American family with a racial restrictive covenant.

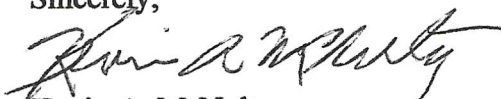
When the law is broken it is our duty to break that law. WE must rise together, united in strength, to stop this madness. Let the NRA sue us, let them sue 80% of all Americans and let them argue for the right to shoot 60 rounds per minute.

It is an unconstitutional infringement of the fundamental right to Home Rule to prohibit a ban on assault weapons without a compelling state interest. There is no compelling state interest in owning weapons of mass murder. There is a constitutional right to bear arms, but it does not define type or caliber.

And if in court we lose, at least we will have been heard. We can say we did something. Our voices will be heard. If we can do no more, than at least we can do this.

Or do nothing at all, and prepare to cry and pray, for the next victims of the next mass murder.

Sincerely,



Kevin A. McNulty



MEMORANDUM

City Manager's Office

DATE: June 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: National League of Cities Open Letter to Congress on Gun Violence Prevention

SUMMARY:

Following the mass shootings in Uvalde, TX and Buffalo, NY, the National League of Cities (NLC) has requested that member cities sign an open letter encouraging Congress to enact laws to help prevent future tragedies. The NLC's open letter recommends several measures including: a 30 day waiting period for the purchase or transfer of all guns, ban of the manufacture and sale of automatic and semi-automatic assault-style weapons, red flag laws, and ensuring access to mental health care.

In light of these tragic events, the City Manager's Office recommends that the Mayor sign the National League of Cities' Open Letter to Congress on Gun Violence Prevention.

ATTACHMENTS:

- National League of Cities Open Letter to Congress on Gun Violence Prevention

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize the Mayor to sign the National League of Cities Open Letter to Congress on Gun Violence Prevention.

National League of Cities Open Letter to Congress

As bipartisan leaders of the nation's cities, towns, and villages, we plead with you to enact stronger federal laws that help us protect all our kids, residents, and communities from gun violence. In the month of May, 44 mass shootings have occurred in communities across our country, killing 60 people and injuring 209, and even more deaths have resulted from gun violence other than mass shootings. These could have been prevented if we had stronger federal laws to protect our nation's residents.

In cities, towns and villages across our country, kids should not have to go to school worrying about being shot, people should be able to go to the grocery store without the fear of being killed because of the color of their skin, and worshippers should not fear going to their place of worship thinking they could be targeted because of their beliefs.

We are a nation of laws, but our laws are not sufficient when it comes to guns. The City of Uvalde, Texas joins the list of communities like Buffalo, New York; Parkland, Florida; Newtown, Connecticut; and far too many others who have faced the deaths of innocent residents at the hands of those who should never have had access to guns. The list of mass shootings keeps growing. At the same time, state lawmakers roll back gun laws, and federal lawmakers do nothing.

Consistent with the National League of Cities' [National Municipal Policy](#), which consists of consensus-driven federal policy positions crafted and approved by the bipartisan membership, we call on Congress to quickly enact stronger laws that keep guns out of the hands of individuals who intend to commit violence, as well as support stronger mental health systems by:

1. Shutting down the illegal sale and distribution of firearms and gun trafficking;
2. Requiring a waiting period of up to 30 days for the purchase or transfer of all guns so that local police agencies may check the criminal and mental health status of purchasers;
3. Banning the manufacture, sale, importation, or transfer of all automatic and semi-automatic assault-type weapons;
4. Requiring the Department of Justice to work closely with state and local law enforcement to aggressively target and hold accountable licensed and unlicensed individuals who break the law by knowingly selling or transferring firearms or ammunition to prohibited persons, gun traffickers or straw purchasers;
5. Helping state and local governments enact extreme risk protection orders, also known as red flag laws;
6. Requiring every state to include people who have been adjudicated as mentally ill or have been committed to any mental institution to be registered as a prohibited person in the national instant criminal background check system;
7. Establishing a national commission that consists of federal, state, and local officials, gun rights advocates, survivors of gun violence, law enforcement officials, and medical and mental health providers to recommend legislative solutions aimed at reducing gun violence in the United States;

8. Ensuring that all Americans have access to adequate physical and mental health care, including mental health parity and the provision of comprehensive services to address mental health needs for persons with general mental health conditions, serious mental health diagnoses, and substance use disorders; and
9. Increasing federal funding for the Centers for Disease Control and Prevention to support data and indicators that will inform local strategy in cities and towns across our country as they address the issue of violence in their communities.

We represent communities that are small and large, urban and rural, conservative and liberal. We understand that the status quo is not enough to keep our communities safe. We pledge to do what it takes to keep our kids, residents, and communities safe. We are calling on all Members of Congress to do the same. Congress must pass strong bipartisan legislation that protects our Second Amendment rights while ensuring public safety.

Sincerely,

[Name], [Title]

[City], [State]



CITY MANAGER'S REPORT

September 2022

Baldwin Public Library

Youth Room Reopened

After experiencing water damage on August 4, the extensive restoration process has been completed. The Youth Room reopened to the public on Monday, September 12.

Library Board Update

The Library Board will meet on September 19 for a regular meeting. The Board will be discussing responses to the RFP for janitorial services, reviewing community feedback from the proposed logo designs, and considering design options for the upcoming expansion and renovation of the front entrance and circulation area.

Welcome, Alyssa Gudenburr

Alyssa Gudenburr will be starting as Baldwin's newest full-time youth librarian on September 19. She has worked as a substitute librarian at Baldwin in the past and has recently been working part time at the Canton Public Library.

Outdoor Storytimes

Outdoor storytimes at Barnum Park resumed on September 12. Storytimes are held Monday through Friday and the schedule can be found online at www.baldwinlib.org/youth.

Behind the Scenes Tour

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Tuesday, September 20 at 4:00 p.m.

Library to be Closed Friday, September 23, 2022

The Library will be closed on Friday, September 23 for staff training. Library staff will participate in active shooter training with the Birmingham Police Department, learn from a youth psychologist about how to better manage teen behavior, and attend departmental meetings.

The Birmingham Museum

Underground Railroad Commemoration Ceremony

On September 17, the community gathered to commemorate the designation of the grave sites of Elijah Fish and George Taylor to the National Park Service's Underground Railroad Network to Freedom. The event included remarks by descendants of the honorees, and a walking tour to the grave sites at Greenwood Cemetery. We enjoyed honoring these two men and recognizing their lifelong struggles to bring an end to slavery in America, and their contributions to Birmingham's history.

Elijah Fish was an anti-slavery activist who co-founded the Oakland County Anti-Slavery Society with over 50 other nearby pioneer settlers even before Michigan had formed such a group. He brought nationally known lecturers and formerly enslaved abolitionist speakers to the small village of Birmingham, drawing crowds from all over the area in the years leading up to the Civil War to create awareness and promote anti-slavery public policy. Fish, who was also a deacon in Birmingham's First Presbyterian Church, died in 1861 before seeing slavery finally abolished and was buried in Greenwood Cemetery.

During the same period, freedom seekers in slaveholding states were desperate to gain their freedom, even if it meant walking hundreds of miles by night toward the North Star and to the Underground Railroad in Michigan. In 1855, George Taylor, who was held as a slave in Kentucky, fled on foot by night after a public whipping, almost died of hunger and thirst, was hunted by dogs and narrowly escaped capture and re-enslavement. After almost a month's journey, he finally reached Michigan and then made it Canada by the Underground Railroad. Taylor returned to Birmingham after achieving freedom and became a farmer. He later purchased a house in Birmingham, becoming the first African American to own property here, and also helped found Birmingham's United Presbyterian Church. George and his wife Eliza, also formerly enslaved, made their home here until they died in 1901 and 1902. They are buried together in Greenwood, but do not have grave markers. Past public donations will make it possible to install a marker for them this fall.

A Tapestry of Birmingham: Exploring our Diversity

The Birmingham Museum reopened to the public in August following the completion of the window restoration project, which required closure of the museum and temporary relocation of museum staff. Upon reopening, the museum launched its new exhibit at The Allen House, entitled, "A Tapestry of Birmingham: Exploring our Diversity," which looks at the surprisingly diverse racial and cultural history and range of attitudes that have shaped the Birmingham we know today.

Saturday Hours Resume

October 1 marks the return of Saturday hours at the Birmingham Museum. Students, families, and other visitors will be able to stop by between 1 and 4 PM on Saturdays to see updates to the Hunter House and our new exhibit at the Allen House. The 1822 Hunter House has an updated historic paint and interior with recently acquired artifacts and a handy tour app geared toward students and parents. Admission is \$7 for adults; \$5 for students and seniors. Friends (Birmingham Historical Society) Members and children under five are free.

Birmingham Shopping District (BSD)

Staffing Updates

The BSD is pleased to welcome Cristina Sheppard-Decius as the new Executive Director. Ms. Sheppard-Decius was selected for this role by the BSD Board after completing an extensive interviewing process. Ms. Sheppard-Decius has over 20 years of downtown economic development and executive management experience, managing downtown organizations in the cities of Ferndale, Dearborn, Pontiac and Plymouth, and holds a Bachelor of Arts in Public Relations from Western Michigan University. Ms. Sheppard-Decius has been the Chairperson of the Michigan Downtown Association for the past two years and is well

respected both locally and nationally for her work transforming downtowns.

Art Walk

This year the BSD will sponsor the first ever Birmingham Art Walk on Thursday, October 13, 2022. This strolling event will take place during the evening from 5:00 p.m. - 8:00 p.m. Downtown businesses are encouraged to extend their hours that day and the Birmingham Bloomfield Art Center will be providing featured artists to showcase their talents and art pieces at multiple retailers in the heart of downtown. Individual merchants will offer special promotions and light refreshments. Please come downtown and enjoy a night out.

New BSD Logo

Over the past several months, the Marketing & Advertising Committee has been discussing new colors for use on BSD print materials, and considering new BSD logo options. Committee members wished to incorporate the City's new logo, and thus on August 15, 2022, the City's Wayfinding and Branding Committee reviewed the options presented and approved the use of a modified City logo by the BSD.

On August 18, 2022, the Marketing and Advertising Committee met and passed a motion to recommend approval of a new logo and colors to the BSD Board. On September 1, 2022, the BSD voted unanimously to approve the following logos:



The BSD plans to roll out the new logo and colors this fall in conjunction with the opening of the reconstructed section of South Old Woodward south of Brown.

Building Department

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted. In August, we processed 495 online permit applications, totaling 3,343 applications so far in 2022.

Commercial and Residential Construction - Maintaining Consistent Growth

10E1

- The Building Department issued 33 new house permits between the beginning of May and the end of August.
- The final approval was just granted for the Restoration Hardware complete new building permit. Construction continues on the foundations and basement walls.
- All Seasons II foundation installation began this week and regular informational inspections are being conducted for site compliance.
- The Adams/Haynes mixed use project is currently in plan review and the two existing buildings were approved for demolition on 9/1/22. Construction site barriers and fencing have been installed. 720 South Adams was granted Temporary Use approval through the Planning Department for the storage and staging of construction materials and equipment.

City Clerk's Office

2022 November General Election

Voter registration

Residents can register to vote online at mi.gov/vote or www.expressSOS.com, by mail, at the City Clerk or County Clerk offices, or at any Secretary of State branch office until the end of the day on October 24 (15 days before the November 8 General Election). After October 24, residents must register in person at the City Clerk's office if they wish to vote in the November 8 general election.

Absentee Voting

Voters who previously submitted an application to vote absentee in the November election will receive their absentee ballot in late September/early October. If something has changed since you submitted your application, please let the City Clerk's office know so we can mail your ballot to the correct place. Registered voters who have not applied for an absentee ballot for the November election can still request one online at mi.gov/vote, or with a signed application returned to the City Clerk's office in person, by mail, in the City Hall dropbox or to elections@bhamgov.org. Ballots requested after 5:00 pm on November 4 must be picked up in person by the voter with identification at the city clerk's office.

There are many third-party special interest groups that mail absentee ballot applications to voters in addition to the applications sent by the City Clerk's office. Voters may continue to receive multiple applications for an absentee ballot even after successfully submitting an application to the city. If the clerk's office has your application requesting a ballot for the Nov. 8 election on file, you do not need to send another one. Voters can confirm that they will receive a November ballot on mi.gov/vote or by contacting the clerk's office at elections@bhamgov.org, or 248-530-1880. When we receive a second (or third) request from a voter, we compare the new request to the existing one to identify any changes, and follow up with the voter to confirm changes to ensure that the requested ballot is sent to the current address.

Did you know you can pick up your absentee ballot at the City Clerk's office? Once the ballots arrive in late September/early October, you can visit us in City Hall during business hours to apply and receive your absentee ballot in one quick stop. There are also several voting booths if you wish to complete your ballot and place it in our secure ballot box that day. You must bring a current photo ID or driver's license, and you cannot pick up a ballot for anyone other than yourself.

Voting while out of the country

Voters who will be out of the United States for the 2022 election can submit a Federal Post Card Application (FPCA) to receive an overseas absent voter ballot by email, fax or regular mail. This application must be completed every year for which a voter will be out of the United States for an election. To obtain this application, go to www.fvap.gov.

24/7 voter information resource

The Michigan Voter Information Center offers around-the-clock answers to common election-related questions at mi.gov/vote. Check your voter information, request an absentee ballot by mail (no later than 5 pm on Nov. 4), locate your polling location, see a sample ballot and more anytime you want!

Sample ballots

Clerks across Oakland County have observed a trend of voters requesting and receiving an absentee ballot, then surrendering or spoiling that absentee ballot on election day to vote in person. Voters intending to vote in person should not request an official absentee ballot from the clerk's office. Voters wishing to view a sample ballot before Election Day can do so in a number of ways:

- Mi.gov/vote allows voters to view sample ballots and track the status of absentee ballot requests.
- The clerk's office will have sample ballots available for review in late September. Call 248-530-1880, email elections@bhamgov.org, or stop by our office and we will be happy to help you!
- Voters can use the district numbers on their voter ID card along with the official candidate and proposal lists on oakgov.com/elections to determine what will be on their ballot.

Election mail and the voter cancellation process

Have you recently been mailed a voter id card or absentee ballot application for a person who doesn't live at your address? Residents who receive election mail for someone that no longer lives at an address can play an important role in updating the city's voter rolls. The clerk's office asks residents to write "no longer at this address" on the mail and put it back in the mailbox. The postal service will then notify the clerk's office that the mail was returned as undeliverable, and the clerk's office will send a notice of cancellation – either a letter or an orange "voter registration confirmation notice" – and schedule these voters for cancellation, after two federal elections have passed.

Please note that U.S. citizens who live in foreign countries and no longer maintain a U.S. address are allowed to use their last domestic address for voting residency purposes. Therefore, it is possible that a former resident could still legally use your address as a voting residence in Michigan, even though the person currently lives in another country.

If you receive a notice of cancellation for your own voter registration, it is likely because a piece of election mail addressed to you was returned to the clerk's office. You may respond to the notification by mail, online at mi.gov/vote or contact the clerk's office at 248.530.1880 or elections@bhamgov.org. You may:

- update your voter registration with your current address
- request that your voter registration be canceled immediately
- vote or request an absentee ballot in an upcoming election

- do nothing and your registration will be canceled after the second even-year (federal) November election after you get the notice

Federal and state laws require the clerk’s office to follow a detailed procedure before canceling voters. Learn more about this [here](#).

Cemetery Board

The Cemetery Board met on Friday, September 2, 2022. They finalized the 2021-2022 Annual Report and discussed cataloging graves in Greenwood Cemetery with www.FindAGrave.com, an open source cataloging site. Community member Jacquie Patt discussed her volunteer efforts with this website, cataloging obituaries and gravestones from the cemetery onto this searchable website.

Next Meeting: October 7, 2022 8:30 am at City Hall

Boards & Commissions

The following City of Birmingham boards and commissions have vacant positions or members with terms expiring soon. Applications are due before noon the Wednesday prior to the commission interview/appointment date:

Board	Openings	Application Due by Noon	Interview/ Appointment at City Commission meeting 7:30 pm
Design Review Board	2 Regular, 2 Alternate Members	9/14/2022	9/19/2022
Historic District Commission	2 Regular, 2 Alternate Members	9/14/2022	9/19/2022
Museum Board	1 Regular Member	9/14/2022	9/19/2022
Board of Zoning Appeals	3 Regular Members	10/19/22	10/24/22
Birmingham Shopping District	3 Regular Members	10/17/22	10/24/22
Hearing Officer	1 Alternate Member	10/19/22	10/24/22
Multi-Modal Transportation Board	2 Alternate Members, 1 Regular Member	10/19/22	10/24/22
Advisory Parking Committee	1 Regular Members	Until Filled	
Birmingham Area Cable Board	1 Alternate Member	Until Filled	

Board of Building Trades Appeals	3 Regular Members	Until Filled	
Board of Review	1 Alternate Member	Until Filled	
Brownfield Redevelopment Authority	1 Regular Member	Until Filled	
Public Arts Board	1 Alternate Member	Until Filled	
Storm Water Utility Appeals Board	1 Regular, 2 Alternate Members	Until Filled	
Triangle District Corridor Improvement Authority	1 Regular Members	Until Filled	

City Manager's Office

Communications

Around Town e-Newsletter

The communications team is working on the October edition of the Around Town e-Newsletter, which will include information about the Fire Department Open House, the upcoming election, curbed street leaf collection, fall golf opportunities, ice skating class registration and more. [Follow this link](#) to view the September edition of the Around Town e-Newsletter.



Engage Birmingham

Share Your Feedback about Birmingham's Strategic Plan

There's still time for the community to share feedback online and attend a Strategic Planning workshop in person on Tuesday, October 11 at 7 p.m. in the Baldwin Public Library's Rotary Room (lower level). The community may watch the workshop on the local cable access channel and by web streaming on the City's Vimeo channel. Virtual participation will not be available. Submit feedback online at <https://engage.bhamgov.org/strategic-plan>.

Following a comprehensive evaluation of the city and community, the resulting plan, expected to be complete this fall, will include strategic goals to direct the city's efforts and resources toward a clearly defined vision for its future.

2023 City Calendar Photo Contest

We have received beautiful images of Birmingham via our Engage Birmingham contest inviting photographers of all ages and skill levels to submit a photo (or a photo collage) for the cover of the 2023 City of Birmingham calendar. Submissions will be accepted through Friday, September 30, 2022, at which time the community will be invited to vote for their favorite image. Images may be submitted at <https://engage.bhamgov.org/2023-calendar-cover-contest>.



Fall 2022/Winter 2023 Birmingham Beat Newsletter

The Fall 2022/Winter 2023 edition of The Birmingham Beat newsletter is at the printer and will be delivered to residents around October 1, 2022. This edition features information about new parking structure equipment, the Citywide Master Plan for 2040, strategic planning, the election, upcoming holiday events and more.

Ad Hoc Wayfinding & Branding Committee Update

On Monday, September 12, 2022, the Ad Hoc Wayfinding & Branding Committee approved the city's color palette. The City and Birmingham Shopping District (BSD) now have some of the same colors in their palettes, which will help to create a cohesive look throughout the city.

THE BIRMINGHAM BEAT

VOLUME THIRTY, NO. 1 FALL 2022/WINTER 2023 BIRMINGHAM
City of Birmingham Newsletter



City Government of Birmingham, AL

Twitter Instagram @bhaminger

MOBILE INFORMATION: BIRMINGHAM DEC. 30 8 58 AM U.S. EST. 7-4400/053-0180
BIRMINGHAM, AL 35203

Human Resources

The Human Resources department has selected a top candidate for the BSD Director position. Applications for the Plumbing Inspector position continue to be collected. Interviews for part-time and full-time Police Dispatch have been completed, with selected candidates being contacted for hire. Our new Senior Clerk/Cashier resigned after a short tenure, and we will seek to fill that position quickly. Micah Robinson has been hired as a Streets/Sewer/Water Operator, and John Covington is starting soon as a new Streets/Sewer/Water Assistant Foreman. One more vacancy remains for Streets/Sewer/Water Assistant Foreman, and recruitment efforts to backfill a replacement remain ongoing.

Staff & Vacancy Update

Department	FT & PT Staff Count	Current Vacancies/Hiring	Department Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	Events & Office Assistant	7	BSD Director Hire Pending
Clerk's Office	5	-	6	
Building	17	Plumbing Inspector	1	Hiring Plumbing Inspector.
Engineering	8	-	7	
Finance / Treasury	14	Sr. Clerk Cashier	6	S. Simancek resigns 9/30 Deputy Treasurer candidates under review
Fire	35	-	10	
Information Technology	4	-	3	
Maintenance	2	-	1	
Manager's Office / Communications / HR	6	-	6	
Museum	3	-	2	
Parking System	9	-	2	Hiring plan in FY 22-23
Planning	7	-	4	
Police	71	-	13	Recruitment for PT & FT Dispatcher ongoing
Public Services	56	SSW Operator SSW Assistant Foreman	10	SSW Assistant Foreman and P&F Operator hires pending
Golf Seasonal	N/A	Golf Seasonal Labor	48	Hiring ongoing

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Topics brought up by the Commission

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
In Progress					
8/15/22	Birmingham Country Club	M: Host S: Haig	Fairbairn, Dupuis, Clerk's Office	8/29 - CC Discussion *Draft a letter	Letter was sent to Bloomfield Twp.
8/15/22	Speed Bumps	M: Haig S: Host	Clemence/Brooks	8/29 - Staff report *Further study by MMTB	In progress
6/13/22	Sustainability Board	Schafer	Nick Dupuis	On agenda for 6/27/22 - direction for staff to draft requirements to establish board, coming back at next available meeting	In progress
4/25/22	Improvements in Information Provision and Methodology	M: Haig, S: Baller	TBD	TBD	
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report	Process approved and timetable established.
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by host 6/20/22 Commission Plan Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and direct the BSD to organize a rotation of food truck events	6/27/22 In progress/ being monitored
1/10/22	Leaf Blowers	M: Baller S: Host	Nick Dupuis	1/24/22 - make formal item	In progress
1/10/22	Commissioner Conduct	No vote	Mary Kucharek	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of	Will be revised and presented again at an

				Conduct for future agenda 7/11/22 - Initial presentation to commission by CA	upcoming CC meeting
Resolved					
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss Tom directed staff to add mental health info in city publications	Resolved
5/9/22	- Pickleball	Baller, no voter	Lauren Wood	Agenda item 5/23/22	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by host 6/20/22 Commission Plan Board Discussed	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in July On agenda for 7/11/22 - Commission decided not to proceed	No changes for now

Topics Failed

4/25/22	On Street Parking Study	M: Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig
6/13/22	479 SOW (Doraid) PAD	M: Boutros

Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

Topics With No Vote - Unresolved

5/9/22	-PAD ordinance/cleanup	Baller, no vote	No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote	No vote

Department of Public Services

Adams Park Project Update

The park is at 95% completion. Over the past three weeks, we've been closely monitoring the sod establishment.

The grass roots of the lawn bond to the soil during the first weeks of growth, so in addition to a regular irrigation regimen, the protection of the lawn during this period is extremely important. Because the lawn requires a lot of water at first, the soil will retain a consistent level of moisture. This softer soil allows for exaggerated footprints and divots to be created by park users (people, dogs, balls, bikes) as well as lawnmowers, maintenance vehicles, and service equipment. Staying off the sod during this initial watering period is crucial for a safe and healthy lawn.

Just last week, we were able to adjust the irrigation for less water in order to mow the new sod for the first time. We will continue to monitor the condition of the sod and allow for entry to the new park as soon as it's ready.

Site furnishings (benches, tables, chairs, litter and recycling receptacles) unfortunately are delayed, with shipping now slated for mid-October. Upon opening, we will set out temporary litter and recycling containers. Finishing touches on fencing and the rain garden are also in the works to finalize the project.

We will be ready to open the park very soon, and plan to have a ribbon cutting ceremony in October. We are pleased with the overall project and timeline. We are very excited to open the park for all to enjoy!

There is still time to donate to the Adams Park project. We are extending the deadline to October 15th for the \$1,000 or more donation to be included on the donor plaque in Adams Park.

Stay tuned for details and project updates: <https://engage.bhamgov.org/adams-park>.

Golf Courses

Come out and enjoy the fall weather at both of the Birmingham Golf Courses. The two "Best Kept Secrets" in Birmingham!

Springdale Golf Course will be closing first this season, sometime during mid-October. Lincoln Hills Golf Course will remain open until the snow flies, contingent on the weather.

Check out the golf website for events and course updates at www.golfbirmingham.org. An upcoming event which the members look forward to is the Annual Turkey Shoot held on November 5th at Lincoln Hills Golf Course.

Birmingham Ice Arena Mural

Thank you to all who participated in the Birmingham Ice Sports Arena Party Room Mural Contest! The winning design was created by 15-year-old Maddie Gold. Maddie is a member of the Figure Skating Club of Birmingham and has been skating at the arena since she was three years old. Congratulations, Maddie! Be sure to check out Maddie's mural the next time you're at the arena.



Engineering Department

South Old Woodard Reconstruction Phase 3

The project is in construction phase two with the traffic shift of southbound traffic to the east side of the Old Woodward south of Frank Street. The city contractor has multiple crews working on utilities, road grading, sidewalk installation, and landscape island. Electrical work is also continuing for street and pedestrian lighting. The city contractor is coordinating with Consumers Energy, as they are replacing and relocating their gas main at the south end of the project area leading south into the City of Royal Oak. Weather permitting, significant completion of the project, including driving lanes, parking lanes and sidewalks, will be complete by the end of October.

2022 Sidewalk Repair Program

The City will start the 2022 Sidewalk Repair Program in September with work continuing into the Fall. This year's program includes Residential Area 5: Southfield Road to Cranbrook Road and Maple Rd to 14 Mile Road, Downtown 1B: Old Woodward to Woodward, and from Maple Road to Ravine Area 5 (extends in general from Oak Avenue Sidewalk at Greenwood Cemetery, Ann Street Sidewalk), and miscellaneous repairs throughout the City.

2022 Sidewalk Trip Elimination Services

The contractor has started work on the 2022 Sidewalk Trip Eliminations Service in Residential Area 6, which is located between Quarton Road to Maple Road, and the west City's limits to Quarton Lake and the Main Branch of the Rouge River. The contractor is anticipating completing the work by October.

Water Service Verification Program

Verification of existing water service material as part of the Lead and Copper Rule started in September, with work continuing through the end of October. As a reminder, please do not touch or remove flags as they help indicate where existing utilities are located.

Lead Service Replacement Program

Replacement of lead water services will continue at the beginning of October. HRC is working on coordination between the residents and the city contractor.

Planning Department

Master Plan 2040

The City of Birmingham has received the third and final draft of the Birmingham Plan 2040, which is available to read and download on www.thebirminghamplan.com. The schedule of review will consist of reviews at the Planning Board, the required 63-day public noticing period, and review by the City Commission. The remaining schedule of review should closely resemble the following:

Date	Meeting Type	Action Needed
October 3, 2022	City Commission	<ul style="list-style-type: none">• Vote to authorize the 63-day distribution period for the final, draft Master Plan.
<i>Required 63-Day Public Notice Period</i>		
December 14, 2022	Planning Board	<ul style="list-style-type: none">• Review final draft and present / discuss comments received during the distribution period.• Set public hearing date.
January 11, 2023	Planning Board	<ul style="list-style-type: none">• Present the final Plan and hold a public hearing. Further discuss comments

		<p>received during the distribution period as needed.</p> <ul style="list-style-type: none"> • Adopt plan; recommend to the City Commission for adoption.
February 2023 (Exact Date TBD)	City Commission	<ul style="list-style-type: none"> • Present the final Plan and hold a public hearing. • If prepared to do so, the City Commission may adopt the Plan by resolution.

All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and submit comments directly to the Planning Division to be placed in the next available Planning Board agenda.

Planning Board

The Planning Board has reviewed 28 development applications this year so far. The Planning Board will be rounding out the year with a review of the third and final draft of the 2040 Master Plan, several additional anticipated development applications, and a number of study sessions. A tentative Planning Board schedule is provided below:

1. 2040 Master Plan – Draft #3 Review (Ongoing)
2. 295 Elm St. – Forest Townhouses – FINAL SITE PLAN (9/28/22)
3. Outdoor Dining Study (10/12/22)

Historic Preservation

The Historic District Commission recently reviewed an outline and draft section of the Historic Design Guidelines project and has provided the consultants, Kraemer Design Group, with feedback to continue forward. The City has remained engaged with the State Historic Preservation Office to ensure compliance with the Certified Local Government grant program. The consultant team and City Staff have created a detailed survey on the Engage Birmingham platform. Keep an eye out for the survey coming soon on <https://engage.bhamgov.org/>.

Public Art

The Public Arts Board received two new sculpture donations from resident Joel Tauber. The sculptures are from artists Jane Dedecker and John Henry. The Board is in the process of reviewing appropriate locations for each sculpture.

Multi-Modal Transportation Board (MMTB)

The MMTB is in the process of updating the Multi-Modal Transportation Plan to reflect present conditions. The Board will be bringing back review of the S. Eton design this fall as well as reviewing speed table policy and traffic calming measures.

Police Department

Congratulations, Commander Scott Grewe

On September 13, 2022, Commander Scott Grewe successfully completed the Federal Bureau of Investigation's National Academy, located in Quantico, Virginia. The FBI National Academy is internationally known for its academic excellence. The National Academy offers ten weeks of advanced

communication, leadership and fitness training. Participants who attend the academy must have proven records as professionals within their agencies. On average, these officers have twenty-one years of law enforcement experience and usually return to their agencies to serve in executive-level positions.

The 283rd session of the National Academy consisted of men and women from 49 states and the District of Columbia. The class included members of law enforcement agencies from 21 countries, five military organizations and five federal and civilian agencies. FBI Director Christopher Wray delivered the keynote address at the graduation ceremony. We are all very proud of Commander Grewe's accomplishment.

City Hall/Police Department Safety and Security Upgrade Project Update

The Telluris Team continues to work on phase one (the assessment phase) of the City Hall/Police Department Safety and Security upgrade project. The Telluris Team hopes to have a final draft for phase one completed by October 5, 2022.

Parking Systems Update

Equipment

City Staff will be making a recommendation to the Advisory Parking Committee on 10/5/22, and then go to the City Commission for their final approval. The goal will be to replace the existing equipment before the end of the calendar year.

Construction

Construction on the North Old Woodward Parking Structure continues with topside and underside concrete repairs. The traffic coating on the roof of the garage was completed in August.

Occupancy

AUGUST AVG CAPACITY	
Chester Garage (880)	34.58%
Old Woodward (745)	50.13%
Park Garage (811)	57.41%
Peabody Garage (437)	83.45%
Pierce Garage (706)	73.63%

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).